



MOLINE CITY COUNCIL AGENDA

Tuesday, March 8, 2016

6:30 p.m.

(Immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Zelnio

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and Council meeting minutes of March 1, 2016.

Resolutions

1. Council Bill/Resolution 1024-2016

A Resolution authorizing the Mayor and City Clerk to execute a Temporary Technical Assistance Agreement with Missman, Inc., Shive-Hattery, Inc., TEAM Services, Terracon Consultants, Inc., and American Testing and Engineering, LLC to help the Engineering Division Implement the FY 2016 Capital Improvement Program.

Explanation: Annually, the City enters into several “Temporary Technical Assistance” agreements with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that City staff does not possess. Additional documentation attached.

Fiscal Impact: Funds are budgeted in account #510-9957-438.03-22

Public Notice/Recording: N/A

2. Council Bill/Resolution 1025-2016

A Resolution authorizing the Mayor and City Clerk to execute a Contract with Centennial Contractors of the Quad Cities, Inc. for Project #1244, 34th Avenue Pavement Replacement and Resurfacing, in the amount of \$414,329.41.

Explanation: Bids were opened and publicly read on February 9, 2016, for Project #1244 with the following results:

\$414,329.41	Centennial Contractors of the Quad Cities, Inc.
\$498,442.75	Walter D. Laud, Inc.
\$517,913.69	Valley Construction Company
\$548,832.75	McCarthy Improvement Company
\$579,566.65	Brandt Construction Company

Centennial Contractors of the Quad Cities, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

Fiscal Impact:

Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility	\$470,000.00	\$393,673.41	510-9965-438.08-10
Water WPC		\$1,100.00	310-1716-434.08-45
Storm	\$30,000.00	\$19,556.00	330-1971-433.08-35
	\$500,000.00	\$414,329.41	

Public Notice/Recording:

N/A

3. Council Bill/Resolution 1026-2016

A Resolution authorizing the Mayor and City Clerk to approve of a request for an additional street light on 2nd Street, between 24th Avenue Court and 27th Avenue Court.

Explanation: Staff received a request for an additional street light on 2nd Street, between 24th Avenue Court and 27th Avenue Court. An investigation revealed that installing a light in said location is justified under the Residential Street Light Policy.

Fiscal Impact:

Annual cost of a street light is approximately \$93.00. \$475,000.00 is budgeted for street lights in account #010-0843-435.04-16, Traffic Signal Maintenance, Utility Service.

Public Notice/Recording:

N/A

4. Council Bill/Resolution 1027-2016

A Resolution authorizing the Mayor and City Clerk to execute a Contract with Tri City Blacktop, Inc. for Project #1241, 2016 Seal Coat Program, in the amount of \$129,255.00.

Explanation: Bids were opened and publicly read on February 23, 2016, for Project #1241 with the following results:

\$129,255.00	Tri City Blacktop, Inc.
\$137,025.00	Brandt Construction Co.

Tri City Blacktop, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

Fiscal Impact:

Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	\$140,000.00	\$129,255.00	510-9957-438.04-25

5. Council Bill/Resolution 1028-2016

A Resolution authorizing the Mayor and City Clerk to execute a Contract with Centennial Contractors of the Quad Cities, Inc. for Project #1238, 2016 Sidewalk Replacement Program, in the amount of \$306,375.00.

Explanation: Bids were opened and publicly read on February 23, 2016, for Project #1238 with the following results:

\$306,375.00	Centennial Contractors of the Quad Cities, Inc.
\$329,829.50	Valley Construction Company
\$345,400.00	Emery Construction Group, Inc.
\$357,925.00	Walter D. Laud, Inc.

At the request of Deere and MetroLINK, the bid pricing includes \$155,500.00 to replace the brick pavers in the boulevard adjacent to the Deere Pavilion and Centre Station. Deere and MetroLINK will reimburse the City for all costs incurred to perform this work. Centennial Contractors of the Quad Cities, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

Fiscal Impact:

Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	\$130,000.00	\$150,875.00	510-9957-438.08-17
Water/WPC/Storm			
Deere / MetroLINK		\$155,500.00	
	\$130,000.00	\$306,375.00	

Public Notice/Recording:

N/A

6. Council Bill/Resolution 1029-2016

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2016 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and amplified sound during 2016 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street Landing Plaza; 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays and Parking Lot U; and amplified sound during 2016 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

Explanation: This resolution will streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

7. Council Bill/Resolution 1030-2016

A Resolution approving the Final Plat for Hawk Hollow (City of Moline, 600 block of 8th Street).

Explanation: This will advance approval of the Final Plat for Hawk Hollow, which will consist of a 2.3 acre development located on the West side of the 600 block of 8th Street. On March 19, 2015, the Zoning Hearing Officer approved a front yard setback variance to allow building to be constructed 20 feet from the front property line. On April 21, 2015, Council approved the preliminary plat. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Planning Department will Record at County Recorders Office

8. Council Bill/Resolution 1031-2016

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 2002 Chevrolet Cavalier, VIN# 1G1JF524527473797.

Explanation: Illinois State statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and City staff is requesting that it be declared as surplus property and disposed of by the Chief of Police/Public Safety Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

Fiscal Impact: Proceeds after costs are for use by the seizing law enforcement agency.

Public Notice/Recording: N/A

9. Council Bill/Resolution 1032-2016

A Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with the Illinois Department of Transportation (“IDOT”); and authorizing City staff to do all things necessary to effectuate the terms of the agreement contained therein.

Explanation: In conjunction with the Interstate 74 Iowa-Illinois Corridor Project (“Project”), the City and IDOT seek to reach an agreement as to real property in the vicinity of the Project. This Memorandum of Understanding would allow for the conveyance of certain property that is not needed for the Project to the City, would give the City the right of first refusal for excess property once the new Interstate 74 is built, and would ensure access to property in the vicinity of the Project during construction. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

10. Council Bill/Resolution 1033-2016

A Resolution authorizing the IT Manager to purchase a Trimble R8s GPS system from Precision Midwest.

Explanation: This is a planned and budgeted replacement of a survey-grade GPS system, which is used by Engineering and Utilities staff for asset management and construction planning. The Magellan unit to be replaced was purchased in 2009 and has outlived its usefulness. Trimble is the preferred brand due to staff familiarity, its proven reference network, and demonstrated reliability. Precision Midwest is the sole authorized Trimble Reseller of Trimble branded survey products in Illinois & Iowa and is therefore the sole source vendor for this purchase, quoted at \$21,075. This price is \$3,425 under budget and includes a \$2,000 trade-in of the Magellan unit.

Fiscal Impact: \$21,075 budgeted in 443-0425-417.07-02
Public Notice/Recording: N/A

11. Council Bill/Resolution 1034-2016

A Resolution authorizing the IT Manager to accept a proposal for the installation of a Liebert PX029 HVAC system for the IT server room from Johnson Controls.

Explanation: The City’s server room must be maintained at a constant temperature and humidity in order to maximize uptime of all systems. The current HVAC system, which was installed in 2009, is not adequate. It consists of a residential unit that runs 24 hours a day, seven (7) days a week to maintain the base temperature with no humidity control and a backup unit which is not vented properly and is inadequate to maintain operations if the main unit should fail. Staff consulted with a vendor-neutral HVAC professional and determined the best model for the City’s server room to be a Liebert PX029. Staff published a Request For Proposals for this system and received five (5) responses. Johnson Controls submitted the proposal most advantageous to the City based on price with a cost of \$56,860. Additional documentation is attached.

Fiscal Impact: \$56,860 from IT Reserves
Public Notice/Recording: N/A

12. Council Bill/Resolution 1035-2016

A Resolution authorizing the City Council to approve and accept proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016 – December 31, 2019; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, relating to wages, hours of work and certain other conditions of employment.

Explanation: As a result of negotiations, the negotiators for the City of Moline and the American Federation of County, State & Municipal Employees (AFSCME), Local 1132, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked “Exhibit A.” AFSCME, Local 1132, has ratified said changes. The negotiators for the City of Moline submit same for Council approval and acceptance and authority for the Mayor and City Clerk to sign a new agreement for the contract term January 1, 2016 – December 31, 2019, incorporating the changes. Additional documentation attached.

Fiscal Impact: Sufficient funding is available
Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

Second Reading Ordinances

13. Council Bill/Special Ordinance 4011-2016

A Special Ordinance declaring the property at 2381 32nd Street, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2381 32nd Street, Moline, to David Swanson d/b/a CenterPoint Construction Services.

OMNIBUS VOTE		
Council Member	Aye	Nay
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Mayor Raes		

Explanation: The City acquired the property at 2381 32nd Street as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 2381 32nd Street on January 20, 2016, and David Swanson d/b/a CenterPoint Construction Services (“CCS”) submitted the proposal most advantageous to the City. CCS has offered to purchase 2381 32nd Street for \$46,355.00 and promises to complete interior and exterior repair and restoration of the building on said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than September 30, 2016. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. CCS will be responsible for paying his pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter. Additional documentation attached.

CB 4011		
Council Member	Aye	Nay
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Mayor Raes		

Fiscal Impact: N/A
Public Notice/Recording: Law Department will record Quit Claim Deed

First Reading Ordinances

14. Council Bill/General Ordinance 3004-2016

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-4407, “RESTRICTIONS ON LEFT TURNS,” by repealing said section in its entirety and enacting in lieu thereof one new Section 20-4407 entitled “RESTRICTIONS ON LEFT TURNS; RIGHT TURNS ONLY,” dealing with the same subject matter; and by enacting one new appendix to Chapter 20 entitled “APPENDIX 2A. RIGHT TURNS ONLY.”

Explanation: The Moline Code of Ordinances contains a section for restrictions on left turns at intersections, but does not contain a section related to right turn only intersections. The Traffic Engineering Committee received a request for a right turn only intersection and approved the request at its February 2, 2016 Committee meeting. This amendment will amend Section 20-4407 to include a provision for right turn only intersections pursuant to the Committee’s determination that such a need is valid. This amendment will also enact a corresponding appendix to Chapter 20 entitled “APPENDIX 2A. RIGHT TURNS ONLY,” to list the location of the current request upon City Council Approval and any future approvals of this type.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

15. Council Bill/General Ordinance 3005-2016

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 2 thereof, “LEFT TURN RESTRICTION INTERSECTION,” by removing 7th Street at 32nd Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

16. Council Bill/General Ordinance 3006-2016

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 2A thereof, “RIGHT TURNS ONLY,” by including 7th Street at 32nd Avenue, westbound turning northbound, on school days when children are present.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

17. Council Bill/General Ordinance 3007-2016

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Sections 20-5103 and 20-5206, regarding unattended motor vehicles, by repealing Section 20-5103 in its entirety and enacting in lieu thereof one new Section 20-5103 dealing with the same subject matter, and by repealing Section 20-5206 in its entirety; and Sections 20-1101(31), 20-5120(b)(2) and 20-5120(f)(2) by amending the violation and violation fee provisions pertaining to Section 20-5206.

Explanation: Section 20-5103 of the Code of Ordinances pertains to unattended motor vehicles, specifically, the proper operation and parking of a vehicle prior to leaving it unattended (stopping, standing and parking). Section 20-5206 of the Code, under Division 2, “SNOW REMOVAL,” provides that an unattended motor vehicle parked on any street of the City for a period of time in excess of 48 hours is a violation of the Code and that City police officers are required to effect removal of the vehicle from the street. City staff wishes to amend the Code by combining these sections to clarify the intent of the provisions, that any unattended motor vehicle, and not just those left unattended during periods of declared snow routes and snow removal, shall be tagged for removal by the City if parked on a City street in excess of 48 hours. Corresponding amendments will be made to Sections 20-1101(31), 20-5120(b)(2) and 20-5120(f)(2) to assign the violation and violation fee provisions for the repealed Section 20-5206 to Section 20-5103. These amendments will not affect the Code’s separate provisions at Chapter 20, Article VII, Division 4, regarding the City’s enforcement of abandoned and inoperative motor vehicles.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

Council Bill/Resolution No. 1024-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, Terracon Consultants, Inc., and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2016 Capital Improvement Program.

WHEREAS, the City enters into Temporary Technical Assistance Agreements annually with local engineering firms to provide additional staff to handle overflow engineering work and provide expertise that City staff does not possess to assist in implementing the FY 2016 Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, Terracon Consultants, Inc., and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2016 Capital Improvement Program; provided, however, that said agreements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2015
Date

Passed: March 8, 2015

Approved: March 22, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



January 20, 2016

Ms. Rhonda Bartz
Municipal Services Center
3635-4th Avenue
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2016. These rates would be in effect until December 31, 2016 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal	\$185.00
Senior Project Manager	\$151.00
Project Manager	\$134.00
Project Engineer	\$118.00
Senior Design Engineer	\$90.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$80.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$73.00
CAD Operator	\$57.00
Construction Services Manager	\$120.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2016
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging and per diem in excess of 50 miles from the office servicing the project will result in additional charges.



City of Moline
January 20, 2016
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We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By Patrick D. Eikenberry
Patrick D. Eikenberry
President/CEO

Accepted this _____ day of _____, 2016

CITY OF MOLINE

By _____

Title _____

Attest _____

PROFESSIONAL SERVICES AGREEMENT

ATTN: Scott Hinton
CLIENT: City of Moline, IL
3635 4th Avenue
Moline, IL 61265

PROJECT: City of Moline 2016 Engineering Services

PROJECT LOCATION: Moline, IL

DATE OF AGREEMENT: February 5, 2016

PROJECT DESCRIPTION

Projects being performed for the City of Moline which require architecture, engineering, construction observation, construction testing and surveying services.

SCOPE OF SERVICES

We will provide the following services for the project:

1. We will provide the architectural, engineering, construction observations, construction testing and surveying services for the projects. These services will consist of the tasks requested verbally or in writing by the City of Moline for a specific project.
2. **ENGINEERING SERVICES DOCUMENTATION:** Based upon your verbal or written request for services, we will provide you a professional consulting services letter or e-mail for your consideration which will include our understanding of the scope of services, a schedule for performing the services and an estimate for our fee. This letter or e-mail shall be made a part of the Agreement for Services when signed and dated by both parties.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Copies of pertinent construction documents.
2. Access to the project sites.
3. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
4. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
5. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
6. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
7. Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as



architectural/engineering services and should not to be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products or securities.

SCHEDULE

We will begin our services based on your verbal authorization to proceed. The professional consulting services letter or e-mail must be approved by you and returned to us before any of our work product will be released. The services shall be performed in accordance with the schedule specified in the letter or e-mail.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
City Requested Services	Hourly		Included	

Fee Types:

We will provide the Scope of Services on an hourly rate plus reimbursable expenses based on our Standard Hourly Fee Schedule in effect at the time that the services are performed. The terms of this agreement are valid for the calendar year 2016.

See attached Standard Hourly and Expense Fee Schedule.

TERM

1. Initial Term. This agreement shall be effective for a period of one year from the date accepted, and shall pertain to all services authorized by the City within said one-year period.
2. Renewal. This agreement may be renewed in one-year increments as mutually agreed by the parties, but shall not be automatically renewed.

OTHER TERMS

PARTIES.

"S-H" shall mean Shive-Hattery, Inc. or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENTS premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting from, the discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment PAYMENT.

Unless otherwise provided herein invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination (or default) will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, those reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H. **DISPUTE RESOLUTION.**

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.

Myron K. Scheibe, P.E., L.S.
Vice President, Operations Moline Office
mscheibe@shive-hattery.com

Jen Radloff
Project Manager
jradloff@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Moline, IL

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

**STANDARD HOURLY and
REIMBURSABLE EXPENSE FEES SCHEDULES**
Effective January 1, 2016 to December 31, 2016

STANDARD HOURLY FEES:

PROFESSIONAL STAFF:

Grade 1	\$ 82.00
Grade 2	\$ 98.00
Grade 3	\$110.00
Grade 4	\$124.00
Grade 5	\$135.00
Grade 6	\$147.00
Grade 7	\$161.00
Grade 8	\$176.00
Grade 9	\$195.00

TECHNICAL STAFF:

Grade 1	\$ 57.00
Grade 2	\$ 70.00
Grade 3	\$ 78.00
Grade 4	\$ 87.00
Grade 5	\$ 97.00
Grade 6	\$110.00
Grade 7	\$123.00

ADMIN STAFF: \$ 57.00

SURVEY STAFF:

One Person	\$114.00
Two Person	\$175.00
Scanning Surveyor	\$135.00

REIMBURSABLE EXPENSE FEES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

February 05, 2016

The only ISO 9000 accredited testing
laboratory in Iowa, Illinois & South Dakota

TEAM Services

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)
Validated by the U.S. Army Corps of Engineers

City of Moline Public Works Department
3635 4th Avenue
Moline IL 61265

Attn: Andrea Peterson

Email: APeterson@moline.il.us

Re: Construction Testing & Inspection Services
2016 Testing Services for the City of Moline
Moline IL
Proposal No. 18-1122.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Davenport office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9000 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

Page 1 of 5

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

717 SE 6th St • Des Moines, IA 50309 • ph: 515-282-8818 • fx: 515-282-8741 • staff@teamservices.com • www.teamservices.com
Des Moines • Council Bluffs • Fort Dodge • Spirit Lake • Sioux Falls • Mason City • Cedar Rapids • Waterloo • Davenport • Dubuque

	Observations/tests to be performed	\$ Unit rates	Units
1.	• Services of Principal Engineer	\$110.00	/hour
2.	• Services of Senior Project Engineer	\$85.00	/hour
3.	• Services of Project Engineer	\$70.00	/hour
4.	• Services of Administrative Assistant or CAD Drafter (incl computer)	\$48.00	/hour
5.	• Services of Senior Engineering Technician	\$54.00	/hour
6.	• Services of AWS CWI Welding Inspector	\$70.00	/hour
7.	• Services of Lab Technician Level II	\$41.00	/hour
8.	• Services of Lab Technician Level III	\$42.00	/hour
9.	• Services of Field Technician	\$41.00	/hour
10.	Concrete and Asphaltic Concrete Coring Machine	\$65.00	/day
11.	Diamond Bit Charges	\$4.00	/inch
12.	Generator for Coring Machine	\$50.00	/day
13.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Molds	\$11.50	/test
14.	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	\$10.25	/test
15.	Standard Proctor Test (ASTM D-698)	\$100.00	/test
16.	Modified Proctor - ASTM D1557	\$120.00	/test
17.	Sieve Analysis (Includes No. 200 Sieve Wash)	\$35.00	/test
18.	Transportation Charges, Private Car or Company Vehicle	\$0.79	/mile

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
TEAM Services

(es) Chad Hale
Quad Cities Construction Manager

Attachments: General Terms and Conditions

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS— Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services, be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE – TEAM Services maintains Worker's Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional and pollution liability insurance in the amount of \$1,000,000 (claims made basis).

STANDARD OF CARE – The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION – The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or statements made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS – All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY – Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS – Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provide by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections means that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

GOVERNING LAW – This agreement shall be governed in all respects by the laws of the State of Iowa.

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

SCOPE OF ACCREDITATION TO ISO/IEC17025:2005
TEAM SERVICES, INC.
717 SE 6th Street
Des Moines, IA 50309
Jeff Roberts Phone: 515 282 8818

Valid To: April 30, 2017

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials)

CONSTRUCTION MATERIALS TESTING

Concrete:

ASTM:	C31*	C39	C42*	C78	C138*	C143*	C172*	C173*	C174
	C192	C231*	C293	C617	C805*	C1064*	C1019	C1231	C1314
	E1155								

Cement:

ASTM: C109 (Compression only)

Masonry:

ASTM:	C140	C780 (Annex 1 and 7)	C1019	C1314
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Aggregates:

ASTM:	C29	C40	C70	C117	C127	C128	C131	C136	C535
	C566	C702	C75*	D4791	D5821				
AASHTO:	T304								

Soils:

ASTM:	D421	D422	D698	D854	D1140	D1556*	D1557	D1883	D2166
	D2216	D2419	D2435	D2487	D2488*	D3080	D2850	D4253	D4254
	D4318	D4643	D4718	D6938*					

Bituminous:

ASTM:	D75	D979*	D2041	D2172 (Method B)	D2726	D2950*	D3203
	D3549	D3665	D4867	D6307	D6925	D6926	D6927
AASHTO:	T30	T245	TP4				

Steel:

Field: AWS, D1.1, Visual Welder Inspection AISC/RCSC Fabrication & Erection - Visual & Bolting

Fireproofing:

ASTM: E605

Fireproofing Adhesion:

ASTM: E736

* This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations

(A2LA Cert. No. 0576.01) 03/25/09

Page 1 of 1



DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199Y

May 12, 2015

Reply to the attention of:

Concrete and Materials Branch

Mr. Jeff Roberts
TEAM Services, Inc.
717 S E. 6th Street
Des Moines, IA 50309

TEAM Services, Inc.
1958 West River Drive, Ste. A
Davenport, IA 52802

TEAM Services, Inc.
127 South 35th St.
Council Bluffs, IA 51501

An inspection of your materials testing laboratory was performed on April 21-23, 2015. You provided deficiency corrections to the materials Testing Center (MTC) on May 12, 2015. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

Aggregate Tests: ASTM C40, C117, C127, C128, C131, C136, C227, C535, C566, C702, and D75.

Bituminous Tests: ASTM D140, D2041, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

Concrete Tests: C31, C39, C138, C143, C172, C231, C1064, C470, C496, C511, C617, C1077, C1231 and E329.

Masonry, Mortar & Grout Tests: ASTM C780, C1019 and C1314

Soil Tests: ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, D3080, D3740, D4253, D4254, D4318, D4643, D5084, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at <http://gsl.erd.c.usace.army.mil/SL/MTC>.

All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until **April 23, 2018** three (3) years from the date of the inspection.

Individual location Certificates available upon request.

Copy Furnished:
Doug Comer / Louisville District
Louis Richardson / Omaha District

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center



February 18, 2016

City of Moline
Engineering Division
3635 4th Avenue
Moline, IL 61265

Attn: Ms. Andrea Peterson
P: 309.524.2350
E: apeterson@moline.il.us

Re: Proposal for Materials Testing and Special Inspection Services
City of Moline 2016 On-Call Services
Moline, IL
Terracon Proposal No. P07161031

Dear Ms. Peterson:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of materials testing and IBC special inspection services for the referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule, and presents our Agreement for Services.

1.0 PROJECT INFORMATION

We understand the project will consist of on-call services for the City of Moline.

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the testing and inspection needs of this project as scheduled by the Client or your designated representative. Based on our discussions with Mr. Darrel Preston with the City of Moline, we understand the scope of the on-call services may include:

- Earthwork observation and compaction testing
 - Site preparation observation
 - Site grading fill placement

Terracon Consultants, Inc. 870 40th Avenue Bettendorf, IA 52722
P [563] 355 0702 F [563] 355 4789 terracon.com

- Foundation wall backfill
- Utility trench backfill
- Floor slab and pavement subgrade preparation
- Granular base placement
- Laboratory soil/aggregate testing
 - Standard Proctors
 - Atterberg Limits
 - Sieve Analysis
 - Relative Density
- Shallow foundation bearing soil observation and testing
 - Excavations will be checked for bearing using manual sampling and testing techniques to a maximum depth of about 3 feet below bearing level
 - Excavations will be observed for the presence of free water and loose soil
 - Results will be compared to information contained in the geotechnical report for this project. If no report was prepared footing observation and testing will only consist of evaluating soil conditions to limited shallow depths below footing bearing elevation using hand held auger equipment at limited locations.
- Helical pile installation observation
 - Pile installation
 - Location and plumbness
 - Helices configuration
 - Drilled depth and installation torque
- Auger-cast-pile installation observation and testing
 - Pile load testing (load test setup by piling contractor)
 - Observation of load testing and documentation on load increments and deflection
 - Analysis of data for load versus settlement criteria
 - Pile installation
 - Location and plumbness
 - Drilled depth
 - Grout volume and head
 - Grout field and laboratory testing
 - Casting of 2"x2"x2" cube specimens
 - Laboratory compressive strength testing of cubes
- Drilled shaft installation observation and testing
 - Drilled shaft installation:
 - Location and size
 - Stratigraphy, drilled depth and bearing condition
 - Subsurface water

- Reinforcing steel
 - Bars will be checked for size, placement, lap length, and cleanliness
- Portland cement concrete field and laboratory testing
 - Casting of 5 cylinders and performing slump, air content test and temperature tests
 - Laboratory compressive strength testing of cylinders
- Driven pile installation observation and testing
 - Pile installation:
 - Location and alignment
 - Driven depth
 - Penetration refusal
 - PDA testing
- Aggregate Pier installation observation and testing
 - Pier depth & location
 - Bottom stabilization
 - Number of lifts for each pier
 - Relative density of aggregate
- Cast-in-place concrete reinforcing steel inspection
 - Placement of forms
 - Bars will be checked for size, placement, epoxy coating, lap length, cleanliness, cover, clearance, tying and supports.
 - Walls taller than 5 feet need to be observed both before and after formwork is set to see all steel and to verify clearance
 - Anchor bolt placement
- Post-tensioning tendon Special Inspection
 - Tendons will be observed for placement, cleanliness, spacing
 - Support devices will be checked for proper placement
 - Tension observation
 - Tendons will be marked and measured for elongation after tensioning
 - Assumes tendons will have been cleaned by contractor prior to marking
- Portland cement concrete field and laboratory testing
 - Casting of cylinders and performing slump, air content and temperature testing as specified.
 - Pavement thickness coring and measurement
 - Laboratory compressive and/or flexural strength of specimens.
- Concrete maturity testing
 - Installation of three maturity probes in deck pours just prior to concrete placement
 - Monitoring of concrete maturity for determination of strength gain

- Floor flatness/levelness testing
 - Measurements will be performed using a Dipstick floor profiler
 - Floor slabs will be tested within 72 hours of final concrete finishing
- Floor moisture and surface pH measurement
 - Vapor emission kit installation and surface pH measurement every 1,000sf of floor area
 - Installation of 3 test kits for the first 1,000 ft² and one additional test kit for every 1,000 ft² thereafter.
 - Retrieval of vapor emission test kits after a period of about 72 hours
- Structural steel and pre-cast concrete erection Special Inspection (at project site)
 - Perform periodic visual observations of structural field welded connections generally including primary framing members, decking, and studs.
 - Observations of ancillary framing such as for rooftop units, curtain walls and brick ledges is not a part of this scope, but can be provided upon request.
 - Ultrasonic testing of full-penetration welds
 - Visual observation of field bolted connections
 - We assume bolted connections will either be snug-tight or tension control bolts will be utilized if full pre-tensioning is required.
 - Pre-installation verification of bolted assemblies and observations of other methods of pre-tensioning are not part of this scope, but can be performed upon request.
 - Skidmore testing of load-indicating bolts (One test per bolt type)
 - Visual observation of column anchor bolts
- Structural masonry Special Inspection and testing
 - Periodic inspection of structural masonry construction, vertical and horizontal reinforcing and grout placement and consolidation
 - Material sampling once every 5,000 ft² of wall area
 - Grout
 - CMU block
 - Laboratory testing
 - Compressive strength of grout and CMU block
 - Unit Weight, Area, Absorption of CMU block
- Fireproofing Special Inspection and testing
 - Substrate inspection prior to fireproofing application
 - Spray-applied material tested for thickness, density, and bond strength
 - Thickness & density tested on not less than 25% of the structural members per floor
 - Bond strength tested once per 10,000 ft² of floor area
- Hot-mix asphalt testing
 - Lay-down testing (temperature and compaction)
 - Production material sampling (from project site)
 - Pavement thickness coring

- Laboratory testing
 - Gyrotory compaction (once per mix)
 - Maximum theoretical specific gravity (once per mix)
 - Core density and length
- Project Management
 - Supervision of laboratory and field services
 - Preparation and review of project reports and monthly invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to this office at the following phone number: (563) 468-4222. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

Our field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our project manager. Effective and timely communication is essential for non-conforming items. Our project manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result

or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final client reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our project managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will have digitally-signed reports distributed within 24 business hours of service. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will be digitally signed and distributed, within 5 business days of service. Laboratory test reports will be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.



Tony Jaeger, P.E.
Construction Services Manager



Todd Lawler
Project Manager

Copies to: Addressee (2)

Attachments: Unit Rate Schedule
Agreement for Services

Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Field Technician	\$43.00	hour*
Senior Technician	\$50.00	hour*
Structural Steel Technician	\$70.00	hour*
Field Engineer/Geophysicist	\$75.00	hour*
Project Engineer/Manager	\$85.00	hour
Senior Project Engineer/Manager	\$110.00	hour
LABORATORY TESTING		
Standard Proctor	\$115.00	each
Relative Density	\$225.00	each
Atterberg Limits	\$50.00	each
Moisture Determined by Oven Method	\$5.00	each
Sieve Analysis (washed)	\$60.00	each
Grain Size Analysis with Hydrometer	\$120.00	each
Aggregate Gradation (include #200 wash)	\$100.00	each
Compressive Strength of Concrete	\$8.00	each
Flexural Strength of Beam (includes mold and cleaning charge)	\$50.00	each
Concrete Core Measurement and Strength	\$50.00	each
Trimming or Capping of Irregular Surfaces	\$8.00	each
Compressive Strength and Dimensions of CMU	\$50.00	each
Net Area, Absorption, Specific Gravity & Moisture Content of CMU	\$55.00	each
Compressive Strength of 3"x3"x6" Grout Prism	\$15.00	each
Compressive Strength of 2"x2"x2" Cube	\$8.00	each
Extraction/Gradation of Asphalt	\$155.00	each
Laboratory Bulk Density Specimens of Asphalt (set of 3)	\$200.00	each
Core Density of Asphalt	\$20.00	each
Core Length (9-point)	\$15.00	each
Maximum Theoretical Specific Gravity	\$120.00	each
Fireproofing Density	\$75.00	each
FIELD EQUIPMENT/MATERIALS		
Floor Flatness Gauge	\$100.00	day
Magnetic Particle Tester & Consumables	\$35.00	day
Ultrasonic Testing Equipment & Consumables	\$80.00	day
Skidmore Wilhelm Bolt Tension Calibrator	\$50.00	day
Torque Wrench	\$25.00	day
Dye Penetrant Equipment & Consumables	\$25.00	day
Ground Penetrating Radar (GPR)	\$400.00	day
Coring Equipment	\$100.00	day
Core Drill Diamond Bit Wear	\$4.00	inch
Maturity Meter Probes	\$50.00	each
Nuclear Density Gauge	\$5.00	test
Dynamic Cone Penetrometer or Field Vane Shear	\$35.00	day
Vibration Monitoring Equipment	\$300.00	week
Calcuim Chloride Kit	\$25.00	each
Magnetic Thickness Gauge	\$50.00	day
Miscellaneous Charges	Cost + 20%	

Proposal for Materials Testing and Special Inspection Services
City of Moline 2016 On-Call Services ■ Moline, IL
February 18, 2016 ■ Terracon Proposal No. P07161031



Unit Rate Schedule

	Rate	Unit
EXPENSES		
Vehicle Charge	\$0.56	mile

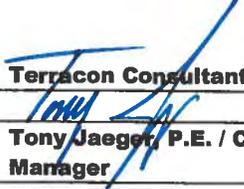
* Overtime is defined as all hours in excess of eight (8) hours per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City Of Moline ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Moline 2016 On-Call Services project ("Project"), as described in the Project Information section of Consultant's Proposal dated 02/18/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

- limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
 - 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
 - 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
 - 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
 - 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
 - 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
 - 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
 - 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **2/18/2016**
 Name/Title: **Tony Jaeger, P.E. / Construction Services Manager**
 Address: **870 40th Ave**
Bettendorf, IA 52722-1607
 Phone: **(563) 355-0702** Fax: **(563) 355-4789**
 Email: **Tony.Jaeger@terracon.com**

Client: **City Of Moline**
 By: _____ Date: _____
 Name/Title: _____
 Address: **619 16th St**
Moline, IL 61265
 Phone: **(309) 524-2000** Fax: _____
 Email: _____

Reference Number: P07161031



2016 American Testing and Engineering Fee Schedule

Below is a list of typical construction testing services and menu pricing.

<u>ITEM</u>	<u>ASSOCIATED FEE</u>
Engineering Technician	\$55 per hour
Engineering Technician and Nuclear Meter	\$65 per hour
Licensed Geotechnical/Structural Engineer	\$100 per hour
Principal Engineer	\$120 per hour
Mileage	\$0.54/mile
Concrete Compression Test (6x12)	\$12 each
Concrete Cylinder Mold (6x12)	\$1.50 each
Standard/Modified Proctor Lab Test	\$150 each

Concrete cylinder strengths in excess of 7,000 psi will be capped with sulfur for future compressive strength testing. These rates will be in effect until notified otherwise or January of 2017.

Additional services outside those provided above may be available upon request.

If you have any questions regarding our services, please let me know

Respectfully,

American Testing and Engineering, LLC

Accepted by: City of Moline

Matt Dotson, P.E.
Geotechnical Engineer
P: 563.326.4847
E: mattd@americantestingqc.com



General Conditions - 2016

1.0 BILLING

- 1.1 Invoices will be issued monthly, payable upon receipt, unless otherwise agreed. If payment is not received within 30 days of the invoice date, a finance charge of 1.5% per month may be assessed to the account. Payment for services is not contingent on payment to the Client by others. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.2 In the event that the Client requests termination of the work prior to completion of the project. American Testing and Engineering, LLC (American Testing) reserves the right to complete such analyses and records as necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to reasonably complete its file on the work performed to date. A termination charge to cover the cost thereof, in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of American Testing be made.
- 1.3 Work required outside of standard working hours (7:00 A.M. to 4:30 P.M.) may be invoiced at a rate of 1.5 times standard billing rate. Project cancellations that occur less than 8 hours prior to the appointment time and no-shows will be invoiced a 2-hour minimum.

2.0 WARRANTY AND LIABILITY

- 2.1 The Client recognizes the inherent risks connected with construction. American Testing warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the engineering or field services profession in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports. Both the Client and American Testing recognize that, due to practical economic limitations regarding the scope of geotechnical investigations, factors that might affect recommendations may remain undiscovered.
- 2.2 American Testing's liability shall be limited to injury or loss caused by the negligence of American Testing, its subcontractors, and/or agents hereunder. American Testing has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 American Testing's liability for injury or loss arising from (1) professional errors or omissions is limited to the maximum limit of the insurance coverage; (2) radiation or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed the limits of our insurance coverage.
- 2.4 American Testing's liability for injury or loss arising from comprehensive general and automobile exposures shall not exceed the limits of our insurance coverage. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.5 The Client agrees to defend, indemnify, and hold American testing harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by American Testing's performance of services hereunder.
- 2.6 In the event the Client makes a claim against American Testing, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by American Testing in defending itself against the claim.

3.0 RIGHT OF ENTRY

- 3.1 American Testing assumes that the Owner/Client has secured the right of entry for personnel to enter upon lands necessary to perform the agreed services. Delays resulting from the Client's failure to secure entry are the Client's responsibility. Reasonable care will be taken to minimize damage to property caused by our operations; however, the cost for site restoration has not been included in our fee. In addition, it is the responsibility of the client to disclose in writing the accurate location of any hidden man-made objects in relation to the location of the proposed field tests. The client agrees to indemnify and hold harmless American Testing resulting from unusual subsurface conditions or damage to any structures whose location was not precisely identified. The Client will reimburse American Testing for expenses resulting from any such incident.

4.0 STANDARD PROCEDURES

- 4.1 American Testing will dispose of all test specimens or samples upon completion of the tests.
- 4.2 American Testing has not included a cost to survey or locate the test location. Sketches will be provided to depict the approximate location of the performed work, if required. These locations and elevations should be considered approximate.
- 4.3 All documents prepared by American Testing are instruments of service for this agreement, and shall be the sole property of American Testing.

Council Bill/Resolution No. 1025-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1244, 34th Avenue Pavement Replacement and Resurfacing, in the amount of \$414,329.41.

WHEREAS, bids were publicly read on February 9, 2016; and

WHEREAS, bids were solicited with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1244, 34th Avenue Pavement Replacement and Resurfacing, in the amount of \$414,329.41; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016
Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2016, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC** of **1505 46TH AVENUE, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FOUR HUNDRED FOURTEEN THOUSAND THREE HUNDRED TWENTY NINE AND 41/100 (\$414,329.41) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1244, 34th AVENUE PAVEMENT REPLACEMENT AND RESURFACING** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FOUR HUNDRED FOURTEEN**

THOUSAND THREE HUNDRED TWENTY NINE AND 41/100 (\$414,329.41) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 9, 2015 11:00 a.m.

Project: 1244 - 34th Avenue Pavement Replacement and Resurfacing

**Centennial Contractors of the
Quad Cities, Inc. Walter D. Laud, Inc. Valley Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1548	S.Y.	\$1.25	\$1,935.00	\$1.25	\$1,935.00	\$1.25	\$1,935.00
2	SEEDING SPECIAL COMPLETE	1	L.SUM	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
3	AGGREGATE SURFACE COURSE, TY. B	20	TON	\$20.00	\$400.00	\$18.00	\$360.00	\$18.00	\$360.00
4	AGGREGATE BASE COURSE, TY. B, 6"	135	S.Y.	\$7.00	\$945.00	\$15.00	\$2,025.00	\$10.75	\$1,451.25
5	AGGREGATE BASE COURSE, TY. C, 6"	1413	S.Y.	\$8.00	\$11,304.00	\$9.50	\$13,423.50	\$9.50	\$13,423.50
6	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	536	GAL	\$4.70	\$2,519.20	\$4.00	\$2,144.00	\$5.25	\$2,814.00
7	MIXTURE FOR JOINTS, CRACKS, AND FLANGEWAYS	25	TON	\$550.00	\$13,750.00	\$400.00	\$10,000.00	\$650.00	\$16,250.00
8	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	4469	S.Y.	\$7.15	\$31,953.35	\$6.00	\$26,814.00	\$10.00	\$44,690.00
9	POLYMERIZED HMA SURFACE COURSE MIX "D", N50, 2"	4469	S.Y.	\$12.00	\$53,628.00	\$10.00	\$44,690.00	\$11.00	\$49,159.00
10	TEMPORARY RAMP	268	S.Y.	\$18.00	\$4,824.00	\$8.00	\$2,144.00	\$22.00	\$5,896.00
11	P.C.C. DRIVEWAY PAVEMENT	496	S.Y.	\$70.00	\$34,720.00	\$81.00	\$40,176.00	\$59.00	\$29,264.00
12	P.C.C. PAVEMENT, 8" WITH INTEGRAL CURB	1453	S.Y.	\$51.00	\$74,103.00	\$51.50	\$74,829.50	\$58.50	\$85,000.50
13	P.C.C. SIDEWALK, 4"	757	S.F.	\$7.00	\$5,299.00	\$10.00	\$7,570.00	\$7.75	\$5,866.75
14	P.C.C. SIDEWALK, 7" SPECIAL	1595	S.F.	\$7.00	\$11,165.00	\$9.00	\$14,355.00	\$9.75	\$15,551.25
15	P.C.C. SIDEWALK RAMP, 6"	1863	S.F.	\$12.00	\$22,356.00	\$21.00	\$39,123.00	\$10.00	\$18,630.00
16	DETECTABLE WARNINGS	159	S.F.	\$30.00	\$4,770.00	\$45.00	\$7,155.00	\$31.00	\$4,929.00
17	PAVEMENT REMOVAL	1453	S.Y.	\$10.00	\$14,530.00	\$14.00	\$20,342.00	\$12.00	\$17,436.00
18	CONCRETE CURB AND GUTTER REMOVAL	139	L.F.	\$10.00	\$1,390.00	\$8.00	\$1,112.00	\$4.80	\$667.20
19	SIDEWALK REMOVAL	3460	S.F.	\$1.00	\$3,460.00	\$2.00	\$6,920.00	\$1.75	\$6,055.00
20	DRIVEWAY PAVEMENT REMOVAL	496	S.Y.	\$10.00	\$4,960.00	\$13.00	\$6,448.00	\$10.75	\$5,332.00
21	CLASS B PATCH, TYPE IV, 8"	235	S.Y.	\$74.00	\$17,390.00	\$110.00	\$25,850.00	\$112.00	\$26,320.00
22	CLASS B PATCH, TYPE IV, 8" (HEADER)	652	S.Y.	\$74.00	\$48,248.00	\$123.00	\$80,196.00	\$112.00	\$73,024.00
23	PIPE UNDERDRAIN COMPLETE, 4"	770	L.F.	\$12.00	\$9,240.00	\$6.00	\$4,620.00	\$12.00	\$9,240.00
24	PIPE UNDERDRAIN COMPLETE, 4" (SOLID)	443	L.F.	\$12.00	\$5,316.00	\$10.00	\$4,430.00	\$10.25	\$4,540.75
25	COMB. CONC. CURB AND GUTTER, TYPE B6.12	139	L.F.	\$38.00	\$5,282.00	\$71.00	\$9,869.00	\$37.50	\$5,212.50
26	VALVE VAULT ADJUST	2	EACH	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$525.00	\$1,050.00
27	VALVE BOX ADJUST	1	EACH	\$100.00	\$100.00	\$500.00	\$500.00	\$200.00	\$200.00
28	INLET SINGLE ADJUST	10	EACH	\$500.00	\$5,000.00	\$1,100.00	\$11,000.00	\$950.00	\$9,500.00
29	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$51,038.79	\$51,038.79

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	CONSTRUCTION LAYOUT	1	L.SUM	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00
31	SHORT TERM PAVEMENT MARKING	500	L.F.	\$2.00	\$1,000.00	\$1.00	\$500.00	\$0.20	\$100.00
32	WORK ZONE PAVEMENT MARKING REMOVAL	165	S.F.	\$10.00	\$1,650.00	\$5.00	\$825.00	\$1.00	\$165.00
33	PAINT PAVEMENT MARKING LINE, 4"	23	L.F.	\$1.05	\$24.15	\$1.00	\$23.00	\$1.25	\$28.75
34	PAINT PAVEMENT MARKING LINE, 6"	131	L.F.	\$1.16	\$151.96	\$1.25	\$163.75	\$1.50	\$196.50
35	PAINT PAVEMENT MARKING LINE, 12"	71	L.F.	\$2.15	\$152.65	\$2.00	\$142.00	\$2.25	\$159.75
36	PAINT PAVEMENT MARKING LINE, 24"	28	L.F.	\$3.25	\$91.00	\$3.00	\$84.00	\$3.50	\$98.00
37	PAINT PAVEMENT MARKING, LETTERS & SYMBOLS	16	S.F.	\$2.15	\$34.40	\$3.00	\$48.00	\$2.50	\$40.00
38	THERMOPLASTIC PAVEMENT MARKING LINE, 4"	1407	L.F.	\$2.00	\$2,814.00	\$2.00	\$2,814.00	\$1.90	\$2,673.30
39	THERMOPLASTIC PAVEMENT MARKING, LETTERS & SYM.	78	S.F.	\$4.15	\$323.70	\$4.00	\$312.00	\$4.05	\$315.90
	TOTAL				\$414,329.41		\$498,442.75		\$517,913.69

**McCarthy Improvement
Company**

Brandt Construction Co.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1548	S.Y.	\$2.00	\$3,096.00	\$1.25	\$1,935.00		\$0.00
2	SEEDING SPECIAL COMPLETE	1	L.SUM	\$7,400.00	\$7,400.00	\$8,500.00	\$8,500.00		\$0.00
3	AGGREGATE SURFACE COURSE, TY. B	20	TON	\$25.00	\$500.00	\$58.00	\$1,160.00		\$0.00
4	AGGREGATE BASE COURSE, TY. B, 6"	135	S.Y.	\$13.00	\$1,755.00	\$18.00	\$2,430.00		\$0.00
5	AGGREGATE BASE COURSE, TY. C, 6"	1413	S.Y.	\$15.00	\$21,195.00	\$12.00	\$16,956.00		\$0.00
6	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	536	GAL	\$4.00	\$2,144.00	\$10.00	\$5,360.00		\$0.00
7	MIXTURE FOR JOINTS, CRACKS, AND FLANGEWAYS	25	TON	\$400.00	\$10,000.00	\$250.00	\$6,250.00		\$0.00
8	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	4469	S.Y.	\$6.00	\$26,814.00	\$8.50	\$37,986.50		\$0.00
9	POLYMERIZED HMA SURFACE COURSE MIX "D", N50, 2"	4469	S.Y.	\$9.75	\$43,572.75	\$13.00	\$58,097.00		\$0.00
10	TEMPORARY RAMP	268	S.Y.	\$25.00	\$6,700.00	\$34.00	\$9,112.00		\$0.00
11	P.C.C. DRIVEWAY PAVEMENT	496	S.Y.	\$75.00	\$37,200.00	\$71.75	\$35,588.00		\$0.00
12	P.C.C. PAVEMENT, 8" WITH INTEGRAL CURB	1453	S.Y.	\$67.00	\$97,351.00	\$57.50	\$83,547.50		\$0.00
13	P.C.C. SIDEWALK, 4"	757	S.F.	\$8.00	\$6,056.00	\$13.50	\$10,219.50		\$0.00
14	P.C.C. SIDEWALK, 7" SPECIAL	1595	S.F.	\$9.00	\$14,355.00	\$13.75	\$21,931.25		\$0.00
15	P.C.C. SIDEWALK RAMP, 6"	1863	S.F.	\$9.00	\$16,767.00	\$13.85	\$25,802.55		\$0.00
16	DETECTABLE WARNINGS	159	S.F.	\$45.00	\$7,155.00	\$30.00	\$4,770.00		\$0.00
17	PAVEMENT REMOVAL	1453	S.Y.	\$10.00	\$14,530.00	\$16.50	\$23,974.50		\$0.00
18	CONCRETE CURB AND GUTTER REMOVAL	139	L.F.	\$20.00	\$2,780.00	\$23.00	\$3,197.00		\$0.00
19	SIDEWALK REMOVAL	3460	S.F.	\$2.00	\$6,920.00	\$2.00	\$6,920.00		\$0.00
20	DRIVEWAY PAVEMENT REMOVAL	496	S.Y.	\$14.00	\$6,944.00	\$21.00	\$10,416.00		\$0.00
21	CLASS B PATCH, TYPE IV, 8"	235	S.Y.	\$110.00	\$25,850.00	\$165.00	\$38,775.00		\$0.00
22	CLASS B PATCH, TYPE IV, 8" (HEADER)	652	S.Y.	\$110.00	\$71,720.00	\$165.00	\$107,580.00		\$0.00
23	PIPE UNDERDRAIN COMPLETE, 4"	770	L.F.	\$15.00	\$11,550.00	\$17.00	\$13,090.00		\$0.00
24	PIPE UNDERDRAIN COMPLETE, 4" (SOLID)	443	L.F.	\$20.00	\$8,860.00	\$17.00	\$7,531.00		\$0.00
25	COMB. CONC. CURB AND GUTTER, TYPE B6.12	139	L.F.	\$70.00	\$9,730.00	\$46.50	\$6,463.50		\$0.00
26	VALVE VAULT ADJUST	2	EACH	\$750.00	\$1,500.00	\$685.00	\$1,370.00		\$0.00
27	VALVE BOX ADJUST	1	EACH	\$525.00	\$525.00	\$345.00	\$345.00		\$0.00
28	INLET SINGLE ADJUST	10	EACH	\$800.00	\$8,000.00	\$685.00	\$6,850.00		\$0.00
29	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$63,000.00	\$63,000.00	\$13,500.00	\$13,500.00		\$0.00
30	CONSTRUCTION LAYOUT	1	L.SUM	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00		\$0.00
31	SHORT TERM PAVEMENT MARKING	500	L.F.	\$1.00	\$500.00	\$0.80	\$400.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

32	WORK ZONE PAVEMENT MARKING REMOVAL	165	S.F.	\$5.00	\$825.00	\$5.00	\$825.00		\$0.00
33	PAINT PAVEMENT MARKING LINE, 4"	23	L.F.	\$1.00	\$23.00	\$1.10	\$25.30		\$0.00
34	PAINT PAVEMENT MARKING LINE, 6"	131	L.F.	\$1.00	\$131.00	\$1.20	\$157.20		\$0.00
35	PAINT PAVEMENT MARKING LINE, 12"	71	L.F.	\$2.00	\$142.00	\$2.20	\$156.20		\$0.00
36	PAINT PAVEMENT MARKING LINE, 24"	28	L.F.	\$3.00	\$84.00	\$3.35	\$93.80		\$0.00
37	PAINT PAVEMENT MARKING, LETTERS & SYMBOLS	16	S.F.	\$2.00	\$32.00	\$2.25	\$36.00		\$0.00
38	THERMOPLASTIC PAVEMENT MARKING LINE, 4"	1407	L.F.	\$2.00	\$2,814.00	\$2.05	\$2,884.35		\$0.00
39	THERMOPLASTIC PAVEMENT MARKING, LETTERS & SYM.	78	S.F.	\$4.00	\$312.00	\$4.25	\$331.50		\$0.00
	TOTAL				\$548,832.75		\$579,566.65		\$0.00

Council Bill/Resolution No. 1026-2016

Sponsor: _____

A RESOLUTION

APPROVING a request for an additional street light on 2nd Street, between 24th Avenue Court and 27th Avenue Court.

WHEREAS, staff has received a request for an additional street light on 2nd Street, between 24th Avenue Court and 27th Avenue Court; and

WHEREAS, an investigation revealed that a light is justified under the residential street light policy; and

WHEREAS, the annual cost of a street light is approximately \$93.00 and \$475,000.00 is budgeted for street lights in account #010-0843-435.04-16, Traffic Signal Maintenance, Utility Service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council finds that it is in the best interest of the City of Moline, Illinois, to approve a request for an additional street light on 2nd Street, between 24th Avenue Court and 27th Avenue Court.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



1ST ST A DR

24TH AV CT

3RD ST

3RD ST

1ST ST CT

1ST ST CT

1ST ST CT

26TH AV

Proposed Street Light

27TH AV

27TH AV

2ND ST

27TH AV CT

2ND ST

Council Bill/Resolution No. 1027-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Tri City Blacktop, Inc. for Project #1241, 2016 Seal Coat Program, in the amount of \$129,255.00.

WHEREAS, bids were publicly read on February 23, 2016; and

WHEREAS, bids were solicited with Tri City Blacktop, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a contract with Tri City Blacktop, Inc. for Project #1241, 2016 Seal Coat Program, in the amount of \$129,255.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2016, between **TRI CITY BLACKTOP, INC.** of **425 S. DEVILS GLEN, BETTENDORF, IA 52722**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED FIFTY FIVE AND 00/100 (\$129,255.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1241, 2016 SEAL COAT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED TWENTY NINE**

THOUSAND TWO HUNDRED FIFTY FIVE AND 00/100 (\$129,255.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 23, 2016 11:00 a.m.

Project: 1241 - 2016 Seal Coat Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Tri City Blacktop, Inc.		Brandt Construction Co.		UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	PREPARATION OF BASE	15000	SY	\$2.65	\$39,750.00	\$3.25	\$48,750.00		\$0.00
2	AGGREGATE BASE REPAIR (HOT-MIX ASPHALT)	100	TON	\$120.00	\$12,000.00	\$116.50	\$11,650.00		\$0.00
3	AGGREGATE BASE REPAIR (CA-6)	100	TON	\$24.00	\$2,400.00	\$28.00	\$2,800.00		\$0.00
4	AGGREGATE BASE REPAIR (ASPHALT MILLINGS)	100	TON	\$20.00	\$2,000.00	\$30.00	\$3,000.00		\$0.00
5	AGGREGATE BASE REPAIR (2" CLEAN STONE)	100	TON	\$28.00	\$2,800.00	\$28.00	\$2,800.00		\$0.00
6	BITUMINOUS MATERIALS (PRIME COAT)	7200	GAL	\$3.45	\$24,840.00	\$2.50	\$18,000.00		\$0.00
7	BITUMINOUS MATERIALS (COVER AND SEAL COAT)	7200	GAL	\$3.45	\$24,840.00	\$2.50	\$18,000.00		\$0.00
8	COVER COAT AGGREGATE	300	TON	\$31.50	\$9,450.00	\$40.00	\$12,000.00		\$0.00
9	SEAL COAT AGGREGATE	300	TON	\$31.50	\$9,450.00	\$40.00	\$12,000.00		\$0.00
10	AGGREGATE SURFACE COURSE	15	TON	\$35.00	\$525.00	\$35.00	\$525.00		\$0.00
11	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$1,200.00	\$1,200.00	\$7,500.00	\$7,500.00		\$0.00
	TOTAL				\$129,255.00		\$137,025.00		\$0.00

Council Bill/Resolution No. 1028-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1238, 2016 Sidewalk Replacement Program, in the amount of \$306,375.00.

WHEREAS, bids were publicly read on February 23, 2016; and

WHEREAS, bids were solicited with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1238, 2016 Sidewalk Replacement Program, in the amount of \$306,375.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016
Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2016, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC. of 1505 46TH AVENUE, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **THREE HUNDRED SIX THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 (\$306,375.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1238, 2016 SIDEWALK REPLACEMENT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **THREE HUNDRED SIX THOUSAND**

THREE HUNDRED SEVENTY FIVE AND 00/100 (\$306,375.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 23, 2016 11:00 a.m.

Project: 1238 - 2016 Sidewalk Replacement Program

**Centennial Contractors of the
Quad Cities, Inc. Valley Construction Company Emery Construction Group, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	AGGREGATE BASE	75	CF	\$5.00	\$375.00	\$4.90	\$367.50	\$10.00	\$750.00
2	HOT-MIX ASPHALT SURFACE COURSE	10	TON	\$200.00	\$2,000.00	\$310.00	\$3,100.00	\$170.00	\$1,700.00
3	PCC SIDEWALK, 4"	12500	SF	\$8.00	\$100,000.00	\$9.30	\$116,250.00	\$8.00	\$100,000.00
4	PCC SIDEWALK, 4" (SPECIAL)	5600	SF	\$14.00	\$78,400.00	\$9.30	\$52,080.00	\$8.00	\$44,800.00
5	PCC SIDEWALK, 4" (STAMPED AND COLORED)	1600	SF	\$15.00	\$24,000.00	\$15.95	\$25,520.00	\$25.00	\$40,000.00
6	PCC SIDEWALK RAMP, 6"	6000	SF	\$10.00	\$60,000.00	\$11.55	\$69,300.00	\$15.00	\$90,000.00
7	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$10.00	\$1,000.00	\$13.65	\$1,365.00	\$20.00	\$2,000.00
8	DETECTABLE WARNINGS	360	SF	\$40.00	\$14,400.00	\$41.45	\$14,922.00	\$70.00	\$25,200.00
9	PCC DRIVEWAY PAVEMENT	20	SY	\$81.00	\$1,620.00	\$107.50	\$2,150.00	\$100.00	\$2,000.00
10	CURB REMOVAL	150	LF	\$15.00	\$2,250.00	\$29.50	\$4,425.00	\$15.00	\$2,250.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	500	LF	\$40.00	\$20,000.00	\$48.50	\$24,250.00	\$60.00	\$30,000.00
12	COMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$65.00	\$130.00	\$115.00	\$230.00	\$200.00	\$400.00
13	MANHOLE TO BE ADJUSTED	2	EA	\$150.00	\$300.00	\$350.00	\$700.00	\$300.00	\$600.00
14	VALVE BOX TO BE ADJUSTED	6	EA	\$100.00	\$600.00	\$145.00	\$870.00	\$300.00	\$1,800.00
15	JUNCTION BOX TO BE ADJUSTED	13	EA	\$100.00	\$1,300.00	\$1,100.00	\$14,300.00	\$300.00	\$3,900.00
	TOTAL				\$306,375.00		\$329,829.50		\$345,400.00

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	AGGREGATE BASE	75	CF	\$5.00	\$375.00		\$0.00		\$0.00
2	HOT-MIX ASPHALT SURFACE COURSE	10	TON	\$350.00	\$3,500.00		\$0.00		\$0.00
3	PCC SIDEWALK, 4"	12500	SF	\$9.50	\$118,750.00		\$0.00		\$0.00
4	PCC SIDEWALK, 4" (SPECIAL)	5600	SF	\$10.00	\$56,000.00		\$0.00		\$0.00
5	PCC SIDEWALK, 4" (STAMPED AND COLORED)	1600	SF	\$22.00	\$35,200.00		\$0.00		\$0.00
6	PCC SIDEWALK RAMP, 6"	6000	SF	\$10.00	\$60,000.00		\$0.00		\$0.00
7	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$15.00	\$1,500.00		\$0.00		\$0.00
8	DETECTABLE WARNINGS	360	SF	\$120.00	\$43,200.00		\$0.00		\$0.00
9	PCC DRIVEWAY PAVEMENT	20	SY	\$100.00	\$2,000.00		\$0.00		\$0.00
10	CURB REMOVAL	150	LF	\$20.00	\$3,000.00		\$0.00		\$0.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	500	LF	\$62.00	\$31,000.00		\$0.00		\$0.00
12	COMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$100.00	\$200.00		\$0.00		\$0.00
13	MANHOLE TO BE ADJUSTED	2	EA	\$500.00	\$1,000.00		\$0.00		\$0.00
14	VALVE BOX TO BE ADJUSTED	6	EA	\$150.00	\$900.00		\$0.00		\$0.00
15	JUNCTION BOX TO BE ADJUSTED	13	EA	\$100.00	\$1,300.00		\$0.00		\$0.00
	TOTAL				\$357,925.00		\$0.00		\$0.00

Council Bill/Resolution No. 1029-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Licensing Agreements for 2016 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and

AUTHORIZING amplified sound during 2016 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street Landing Plaza; and

AUTHORIZING amplified sound during 2016 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays on City property known as Parking Lot U; and

AUTHORIZING amplified sound during 2016 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

WHEREAS, it is the desire of City staff to streamline the coordination process for special events and provide efficient customer service by approving this procedure; and

WHEREAS, each individual street closure and highway permit will continue to be presented to the Council for approval; security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute Licensing Agreements for 2016 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; provided, however, that said agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2016 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street Landing Plaza.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2016 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 11:00 p.m. Fridays and Saturdays on City property known as Parking Lot U.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2016 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney

LICENSEE: *2016 Special Event*

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is *2016 Special Event* hereinafter called the LICENSEE.

PREMISES: *City Owned Property or Council Authorized Right of Way Closure*

USE: LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the special event.

INTEREST LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2016 Special Event*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from:

Date and time of City Owned Property or Council Authorized Right of Way Closure

The City may terminate this Agreement immediately upon written notice if licensee fails to comply with the term of this Agreement.

FEE: The usage charge is part of the Special Event Application Fee.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$_____, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

2015 Special Event Coordinator

By: _____
Mayor

By: _____

Address and Telephone:

Attest: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

Council Bill No. 1030-2016

Sponsor: _____

A RESOLUTION

APPROVING the Final Plat for Hawk Hollow Addition (Hawk Hollow, 600 block of 8th Street)

WHEREAS, this Council did preliminarily approve a preliminary plat for Hawk Hollow Addition submitted to the City by the City of Moline by adopting Council Bill/Resolution 1047-2015; and

WHEREAS, all procedural steps required by Chapter 35 of the Moline Code of Ordinances have been complied with prior to submission of same to this Council; and

WHEREAS, this Council believes and finds approval of said Final Plat of Hawk Hollow Addition to be in the best interests of the City of Moline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the final plat of Hawk Hollow Addition, a subdivision of property described as follows:

PART OF OUTLOT A OF ONE MOLINE PLACE PHASE I, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 10 BLOCK 2 OF ONE MOLINE PLACE PHASE ONE AND THE SOUTHEASTERLY CORNER OF OUTLOT A;

THENCE NORTH 89°26'08" WEST 429.87 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 2 OF ONE MOLINE PLACE PHASE I TO THE EXTENSION OF THE SOUTHERLY LINE OF LOT 4 OF BLOCK 1 OF SAID ONE MOLINE PLACE PHASE I EXTENDED EASTERLY 35.78 FEET AS DESCRIBED IN BOUNDARY LINE ADJUSTMENT DOC 2007-10840;

THENCE NORTH 00°42'36" EAST 159.18 FEET ALONG THE EASTERLY LINE OF SAID BOUNDARY LINE ADJUSTMENT OF LOT 4 AND LOT 5 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I AS DESCRIBED IN DOCUMENTS 2006-23939 AND 2007-10840 TO THE NORTHEASTERLY CORNER OF LOT 5 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 12°50'41" WEST 116.22 FEET ALONG THE WESTERLY LINE OF SAID OUTLOT A AND THE EASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 60°47'54" WEST 156.54 FEET ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT A AND THE NORTHEASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 89°36'32" WEST 197.87 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I TO THE NORTHWESTERLY CORNER OF LOT 8 OF BLOCK 1 ONE MOLINE PLACE PHASE I AND THE EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE NORTH 00°00'18" EAST 39.61 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE NORTH 00°21'52" EAST 91.14 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE 63.26 FEET ALONG THE ARC OF A 30.26' RADIUS CURVE CONCAVE SOUTHEASTERLY TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A (THE CHORD OF SAID CURVE BEARS NORTH 59°39'53" EAST 52.36 FEET);

THENCE SOUTH 60°07'25" EAST 228.88 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 60°05'58" EAST 90.88 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 89°50'20" EAST 280.67 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 00°14'39" EAST 172.20 FEET ALONG THE EASTERLY LINE OF OUTLOT A;

THENCE NORTH 89°42'44" EAST 185.57 FEET ALONG THE NORTHERLY LINE OF OUTLOT A TO THE WESTERLY RIGHT-OF-WAY LINE OF 8TH STREET;

THENCE SOUTH 00°33'34" WEST 180.27 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF 8TH STREET AND THE EASTERLY LINE OF OUTLOT A TO THE NORTHEASTERLY CORNER OF LOT 10 BLOCK 2 OF ONE MOLINE PLACE PHASE I AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 155,820 SQUARE FEET OR 3.577 ACRES MORE OR LESS.

be and the same is hereby approved.

BE IT FURTHER RESOLVED that the offer to dedicate all streets, easements, and other public land shown on said plat will be accepted by this Council upon receipt of certificate of the City Engineer.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

FINAL PLAT FOR HAWK HOLLOW ADDITION

(BEING A REPLAT OF PART OF OUTLOT A OF
ONE MOLINE PLACE PHASE I)
TO THE CITY OF MOLINE, ILLINOIS

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

1701 River Drive Suite 200 | Moline, Illinois 61265
309.764.7650 | fax: 309.764.8616 | shive-hattery.com

Iowa | Illinois | Indiana | Missouri

Illinois Firm Number: 184-000214

HAWK HOLLOW
FINAL PLAT

MOLINE, ILLINOIS

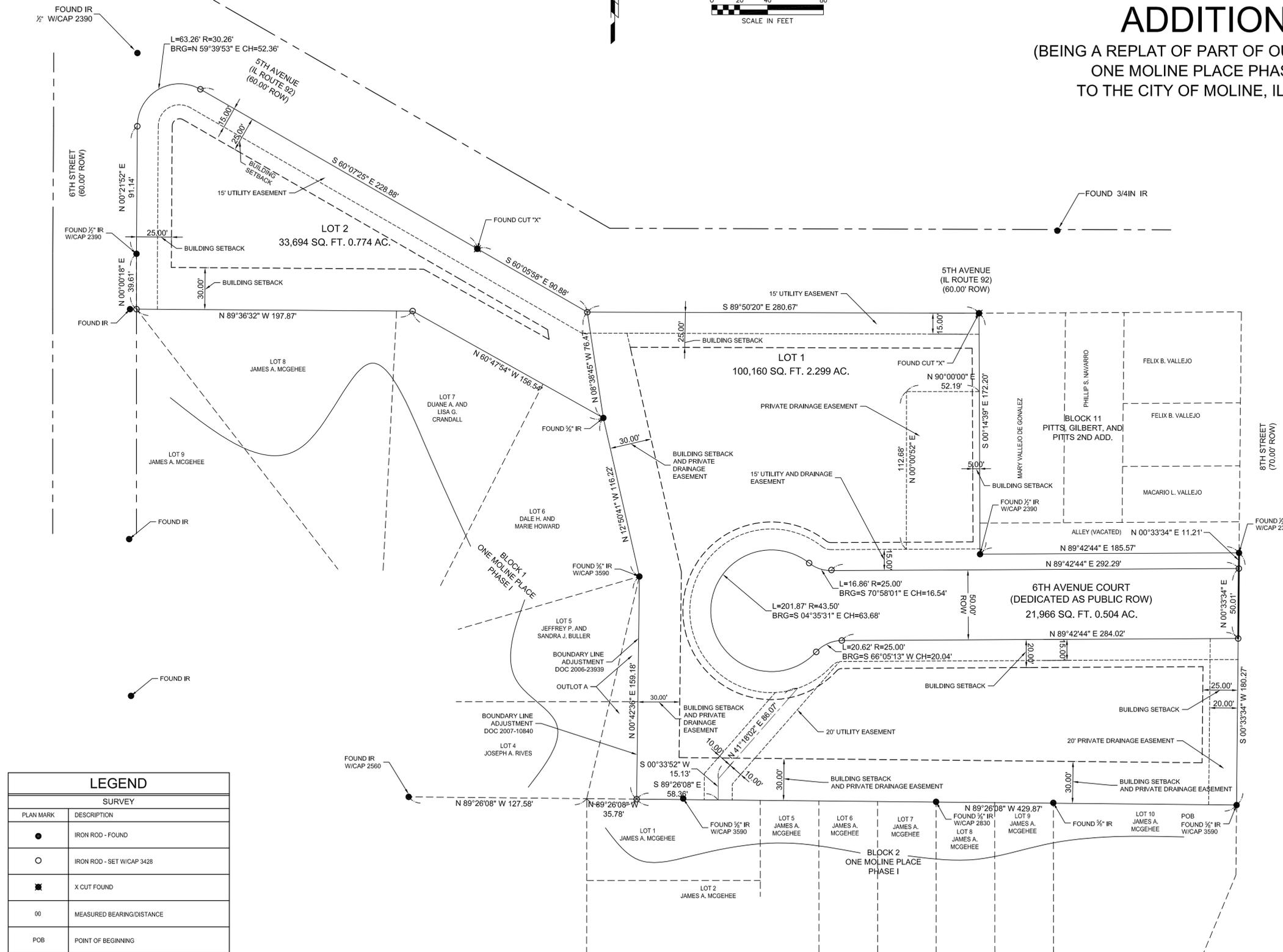
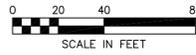
KEY PLAN

DRAWN	JJB
APPROVED	GDG
ISSUED FOR	APPROVAL
DATE	2/03/2016
FIELD BOOK	570

PROJECT NO.: 313452-0

FINAL PLAT

B1.02



LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
●	IRON ROD - FOUND
○	IRON ROD - SET W/CAP 3428
✕	X CUT FOUND
00	MEASURED BEARING/DISTANCE
POB	POINT OF BEGINNING

User: PMHARPO Drawing: P:\Projects\MO\3134520\Design\Exist\Cond\FP-B1-01.dwg; B1.02
Last Modified: Feb. 24, 16 - 16:24
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Last Modified: Feb, 24, 16 - 16:24
jblahm | P:\Projects\MO\3134520\Design_Exist\Conu\FP-B1-01.dwg | 2/24/2016 4:24 PM

FINAL PLAT FOR HAWK HOLLOW ADDITION

(BEING A REPLAT OF PART OF OUTLOT A OF ONE
MOLINE PLACE PHASE I)
TO THE CITY OF MOLINE, ILLINOIS

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

1701 River Drive Suite 200 | Moline, Illinois 61265
309.764.7650 | fax: 309.764.8616 | shive-hattery.com
Iowa | Illinois | Indiana | Missouri
Illinois Firm Number: 184-000214

HAWK HOLLOW
FINAL PLAT

MOLINE, ILLINOIS

KEY PLAN

DRAWN JJB
APPROVED GDG
ISSUED FOR APPROVAL
DATE 2/03/2016
FIELD BOOK 570

FINAL PLAT

B1.01

NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THEY APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

I, _____, COUNTY CLERK OF ROCK ISLAND COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

COUNTY CLERK

DATE

CERTIFICATE OF CITY COUNCIL

CERTIFICATE OF CITY COUNCIL:

I, _____, MAYOR OF THE CITY OF MOLINE, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON THE _____ DAY OF _____, A.D. 20____.

MAYOR

ATTEST:

CITY CLERK

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK IN AND FOR THE SAID CITY OF MOLINE, DO HEREBY CERTIFY THAT ALL DUE ASSESSMENTS HAVE BEEN PAID UPON THE REAL ESTATE DESCRIBED ON THE ACCOMPANYING PLAT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

CITY CLERK

ENGINEER'S CERTIFICATE

THE DESIGN OF THE ACCOMPANYING PLAT HAS BEEN EXAMINED AND FOUND TO MEET THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

DIRECTOR OF PUBLIC WORKS

CERTIFICATE AS TO SCHOOL DISTRICT

THE CITY OF MOLINE, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S STATEMENT, DO HEREBY ACKNOWLEDGE THAT THE REAL ESTATE DESCRIBED IN SAID PLAT LIES IN DISTRICT NUMBER 40 SCHOOL DISTRICT.

OWNER/DEVELOPER

CITY OF MOLINE
619 16TH STREET
MOLINE, IL 61265

CITY ENGINEER'S CERTIFICATE

CERTIFICATE TO APPROVE SUBDIVISIONS OF FIVE LOTS OR LESS.

WE, THE UNDERSIGNED DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF PLANNING AND DEVELOPMENT, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN EXAMINED AND FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND RECOMMEND APPROVAL OF THIS PLAT BY THE CITY OF MOLINE.

DIRECTOR OF PUBLIC WORKS

DIRECTOR OF PLANNING AND DEVELOPMENT

ROADWAY ACCESS

THIS PLAT APPROVED WITH RESPECT TO ROADWAY ACCESS UNDER PROVISIONS OF 765 ILCS 205/2.

AGENCY

TITLE

DATE

SEWAGE DISPOSAL SYSTEMS

THIS PLAT APPROVED WITH RESPECT TO SEWAGE DISPOSAL SYSTEMS UNDER PROVISIONS OF CHAPTER 109, PARAGRAPH 2, ILL. REV. STAT.

AGENCY

TITLE

DATE

DRAINAGE DISCLOSURE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS EITHER WITHIN OR AROUND THIS SUBDIVISION WILL BE CHANGED BY THE CONSTRUCTION OF SAME OR PARTS THEREOF BUT ADEQUATE PROVISION HAS BEEN MADE TO COLLECT AND DIVERT SAID SURFACE WATERS TO PUBLIC DRAINS OR PRIVATE DRAINS TO WHICH THE OWNER HAS LEGAL ACCESS AND SAID PROVISIONS ARE SUCH THAT THE CAPACITY OF NO NATURAL OR MAN-MADE DRAIN WILL BE EXCEEDED AND NO DAMAGE TO ADJOINING PROPERTIES WILL INCUR BECAUSE OF SAID PROVISIONS.

(SEAL)

REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. _____

OWNER OR ATTORNEY

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS.
CITY OF MOLINE)

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF MOLINE, OWNER AND PROPRIETOR OF THE LAND SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE ACCOMPANYING CERTIFICATE OF THE SURVEYOR DO HEREBY CERTIFY THAT I WE HAVE CAUSED SAID SURVEY BE MADE AND ACKNOWLEDGE THE SAID PLAT AS CORRECT, AND DO HEREBY ADOPT AND ACCEPT THE SAME AND CAUSE IT TO BE KNOWN AS HAWK HOLLOW ADDITION.

EASEMENTS ARE HEREBY DEDICATED FOR THE USE OF THE CITY OF MOLINE, AND PUBLIC UTILITIES FRANCHISE TO DO BUSINESS WITHIN THE CITY OF MOLINE, AS INDICATED ON THE PLAT AND MARKED DRAINAGE AND UTILITY EASEMENT TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN DRAINAGE WAYS, DRAINAGE STRUCTURES, GAS, WATER, SEWER PIPES, CONDUITS, CABLE, POLES AND WIRES, OVERHEAD AND UNDERGROUND, WITH ALL NECESSARY BRACES, GUYS, ANCHORS AND OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH GAS, WATER, SEWER, ELECTRIC AND TELEPHONE SERVICE AND TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN SAID GAS, WATER AND SEWER PIPES, CONDUITS, CABLES, POLES, WIRES, BRACES, GUYS, ANCHORS AND OTHER APPLIANCES, AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH SAID PUBLIC UTILITY EQUIPMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR PUBLIC UTILITY PURPOSES.

SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME THE STRUCTURE IS CONSTRUCTED OR AT THE DIRECTION OF THE BOARD OF LOCAL IMPROVEMENTS RECOMMENDED TO THE CITY COUNCIL OF THE CITY OF MOLINE.

ALL STREETS, ALLEYS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREETS THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING STRUCTURE.

IN WITNESS WHEREOF, WE HERETO AFFIX OUR HANDS AND SEALS THIS _____ DAY _____ OF A.D. 20____.

(SEAL)

(SEAL)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS.

I GARY D. GROSS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FINAL PLAT FOR HAWK HOLLOW ADDITION IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION ACCORDING TO THE SURVEYING LAWS OF THE STATE OF ILLINOIS AND THE CITY OF MOLINE'S SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:

PART OF OUTLOT A OF ONE MOLINE PLACE PHASE I BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 10 BLOCK 2 OF ONE MOLINE PLACE PHASE ONE AND THE SOUTHEASTERLY CORNER OF OUTLOT A;

THENCE NORTH 89°26'08" WEST 428.87 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 2 OF ONE MOLINE PLACE PHASE I TO THE EXTENSION OF THE SOUTHERLY LINE OF LOT 4 OF BLOCK 1 OF SAID ONE MOLINE PLACE PHASE I EXTENDED EASTERLY 35.78 FEET AS DESCRIBED IN BOUNDARY LINE ADJUSTMENT DOC 2007-10840;

THENCE NORTH 00°42'36" EAST 159.18 FEET ALONG THE EASTERLY LINE OF SAID BOUNDARY LINE ADJUSTMENT OF LOT 4 AND LOT 5 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I AS DESCRIBED IN DOCUMENTS 2006-23539 AND 2007-10840 TO THE NORTHEASTERLY CORNER OF LOT 5 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 12°50'41" WEST 116.22 FEET ALONG THE WESTERLY LINE OF SAID OUTLOT A AND THE EASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 80°47'54" WEST 156.54 FEET ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT A AND THE NORTHEASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 89°38'32" WEST 197.87 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I TO THE NORTHWESTERLY CORNER OF LOT 8 OF BLOCK 1 ONE MOLINE PLACE PHASE I AND THE EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE NORTH 00°00'18" EAST 39.61 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE NORTH 00°21'52" EAST 91.14 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE 63.26 FEET ALONG THE ARC OF A 30.26' RADIUS CURVE CONCAVE SOUTHEASTERLY TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A (THE CHORD OF SAID CURVE BEARS NORTH 59°39'53" EAST 52.36 FEET);

THENCE SOUTH 60°07'25" EAST 228.88 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 60°09'58" EAST 90.88 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 89°50'20" EAST 280.67 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 00°14'39" EAST 172.20 FEET ALONG THE EASTERLY LINE OF OUTLOT A;

THENCE NORTH 89°42'44" EAST 185.57 FEET ALONG THE NORTHERLY LINE OF OUTLOT A TO THE WESTERLY RIGHT-OF-WAY LINE OF 8TH STREET;

THENCE SOUTH 00°33'34" WEST 180.27 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF 8TH STREET AND THE EASTERLY LINE OF OUTLOT A TO THE NORTHEASTERLY CORNER OF LOT 10 BLOCK 2 OF ONE MOLINE PLACE PHASE I AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 155,820 SQUARE FEET OR 3.577 ACRES MORE OR LESS.

EXTERIOR MONUMENTS AS SHOWN ON THE PLAT ARE SET AS OF MARCH 17, 2015. THE INTERIOR CORNERS WILL BE SET WITHIN THIRTY (30) DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY, AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND WILL OCCUPY THE POSITIONS SHOWN THEREON.

(1) (NO) PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

IN WITNESS I HERETO SET MY HAND AND SEAL THIS 24 DAY OF Feb., A.D. 20 16

Gary D. Gross
ILLINOIS PROFESSIONAL LAND SURVEYOR

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.
	SIGNATURE: <i>Gary D. Gross</i> NAME: GARY D. GROSS DATE: 2-24-2016 LICENSE EXPIRES: NOVEMBER 30, 2016 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.01, B1.02
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.	

Council Bill/Resolution No. 1031-2016

Sponsor: _____

A RESOLUTION

DECLARING the following Article 36 seized and forfeited vehicle as surplus property:

2002 Chevrolet Cavalier, VIN# 1G1JF524527473797.

WHEREAS, the above-listed vehicle was seized during the attempt or commission of a crime and subsequently forfeited to the Moline Police Department pursuant to Illinois State statute; and

WHEREAS, this Council finds and declares that the aforesaid vehicle is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, approval of this resolution will authorize the disposal of the vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That this Council finds and declares that the aforesaid vehicle is surplus property and authorizes the Chief of Police/Public Safety Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1032-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Memorandum of Understanding with the Illinois Department of Transportation (“IDOT”); and

AUTHORIZING City staff to do all things necessary to effectuate the terms of the agreement contained therein.

WHEREAS, IDOT, in conjunction with the Iowa Department of Transportation, is currently involved in the Interstate 74 Iowa-Illinois Corridor Project (“Project”); and

WHEREAS, IDOT has acquired certain properties in Moline in conjunction with the Project, for the purpose of building a new Interstate 74 through Moline and new entrance and exit ramps, for the I-74 bridge, in Moline; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly, in order to implement Article VII, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, and in the exercise of the City’s home rule power, the City and IDOT have determined that it is in their best interest to enter into this Memorandum of Understanding to ensure that certain actions taken on the Project are acceptable to both parties by conveying certain property to the City, by giving the City a right of first refusal for excess property once the new Interstate 74 is built, and by ensuring access to property in the vicinity of the Project during construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding with the Illinois Department of Transportation (“IDOT”) and that staff is authorized to do all things necessary to effectuate the terms of the agreement contained therein; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: _____
March 8, 2016

Approved: _____
March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is made as of the _____ day of _____, 2016, by and between the: CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation, (hereinafter “CITY”), whose address is 619 16th Street, Moline, IL, and the ILLINOIS DEPARTMENT OF TRANSPORTATION, (hereinafter “IDOT”), whose address is 819 Depot Avenue, Dixon, IL, 61021.

WHEREAS, the IDOT, in conjunction with the Iowa Department of Transportation, is currently involved in the Interstate 74 Iowa-Illinois Corridor Project (“Project”);

WHEREAS, the IDOT has acquired certain properties in Moline in conjunction with the Project, for the purpose of building a new Interstate 74 through Moline and new entrance and exit ramps, for the I-74 bridge, in Moline;

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970;

WHEREAS, the Illinois General Assembly, in order to implement Article VII, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, and in the exercise of the CITY’s home rule power, the CITY and the IDOT have determined that it is in their best interest to enter into this MOU to ensure that certain actions taken on the Project are acceptable to both parties.

NOW THEREFORE, the parties’ understanding is as follows:

1. Pursuant to and in accordance with 605 ILCS 5/4-508, the IDOT grants a right of first refusal to the CITY to acquire parcels of the IDOT right-of-way or other property, or portions of any such property, owned by IDOT deemed excess within the area of the Project which area includes but is not limited to, the area that encompasses the I-74 bridge and ramps that will be demolished. This right of first refusal shall be in effect from the date this MOU is executed and shall apply to any property deemed excess by IDOT within the Project area during the term of this MOU. Any sale of excess property will be in accordance with applicable federal and state law, including 23 USC §156 and 23 CFR 710.403.
2. The CITY agrees to buy and the IDOT agrees to sell the land depicted on Exhibit A attached hereto. This land is currently owned by the IDOT and was acquired from the CITY because it is part of larger parcel, which is Rock Island County Tax Parcel 08-3404-54-A. Only a portion of the land previously acquired is now necessary for the Project. The IDOT understands that it will need to prepare a legal description for this parcel. The parcel depicted on Exhibit A shall remain the IDOT’s responsibility to insure and maintain until ownership is transferred. At such time as ownership is transferred, the CITY agrees to insure and maintain the

7. This MOU may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
8. This MOU, and each and every one of the terms and provisions thereof, shall be for the benefit of and be binding upon the parties hereto and each of them and their respective successors and assigns.
9. This MOU is made and entered into in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the law of the State of Illinois.
10. This MOU constitutes the sole understanding of the parties hereto and all prior negotiations or correspondence shall be deemed merged into this MOU; and the terms of this MOU and attachments, if any, shall govern the rights of the parties exclusively.
11. This MOU shall not be modified or changed in any manner unless the same be reduced to writing and signed by all the parties, setting forth the modifications and changes.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date set forth above.

**CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation**

**STATE OF ILLINOIS, DEPARTMENT
OF TRANSPORTATION**

By: _____
Scott Raes, Mayor

By: _____
Randall S. Blankenhorn, Secretary

Attest: _____
Tracy A. Koranda, City Clerk

Attest: _____

Approved as to Form:

Approved as to Form:

Maureen E. Riggs, City Attorney

William Barnes, Chief Counsel

Council Bill/Resolution No. 1033-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Information Technology Manager to purchase a Trimble R8s GPS system from Precision Midwest in the amount of \$21,075.

WHEREAS, this is a planned and budgeted replacement of a survey-grade GPS system, which is used by Engineering and Utilities staff for asset management and construction planning; and

WHEREAS, the Magellan unit to be replaced was purchased in 2009 and has outlived its usefulness; and

WHEREAS, Trimble is the preferred brand due to staff familiarity, its proven reference network, and demonstrated reliability; and

WHEREAS, Precision Midwest is the sole authorized Trimble Reseller of Trimble branded survey products in Illinois & Iowa and is therefore the sole source vendor for this purchase; and

WHEREAS, Precision Midwest submitted a quote for this purchase that includes a \$2,000 trade-in of the Magellan unit for a total cost of \$21,075.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Information Technology Manager is hereby authorized to purchase a Trimble R8s GPS system from Precision Midwest in the amount of \$21,075; provided, however, that said quotation is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney



Trimble Navigation Limited
10368 Westmoor Drive
Westminster, CO 80021
United States

January 1, 2016

Re: Precision Midwest Territory

To Whom It May Concern:

Trimble Navigation Limited ("Trimble") wishes to inform you of the following:

Precision Midwest is the sole authorized Trimble Reseller of Trimble branded survey products in Illinois & Iowa.

Please feel free to contact me if further information should be required.

Regards,

A handwritten signature in black ink, appearing to read "Bob Lenz". The signature is stylized and cursive.

Thank you,
Bob Lenz
Geospatial Sales Manager – East Region
Trimble Navigation Limited
331.442.0431 – cell
847.888.0855 – office



City of Moline Public Works

Precision Midwest Contact:

Jesse Kinzenbaw
 jesse_kinzenbaw@precisionmidwest.com
 Phone: (630) 836-1000
 Fax: (630) 836-8850
 3 S 140 Barkley Ave.
 Warrenville, IL 60555

Quote No: 0021097

Billing Address:

City of Moline Public Works
 3635 4th Ave
 Moline, IL 61263

Delivery Address:

City of Moline Public Works
 3635 4th Ave
 Moline, IL 61263

Line No	Item	Description	Qty.	Unit Price		Total
1	R8S-101-00-01	R8s, No Radio, Single Case	1.00	\$4,000.00		\$4,000.00
2	R8S-CFG-001-42	R8s Config - Rover/Network	1.00	\$10,900.00		\$10,900.00
3	TSC3-01-1122	TSC3, TA, w/ Radio, QWERTY	1.00	\$7,345.00		\$7,345.00
4	82758-00	TSC3 - Range Pole Bracket	1.00	\$ 155.00		\$ 155.00
5	92600	Battery - Li-Ion, 2.6Ah, 7.4V	1.00	\$ 120.00		\$ 120.00
6	ROD-BDL-GPS-2	Rod/Bi-Pod/Bag - Bundle - PMW	1.00	\$ 495.00		\$ 495.00
7	/TRADE IN-DISC	Trade in Allowance	1.00	-\$2,000.00		-\$2,000.00
Optional Annual VRSnow Subscription						
9	*VRSNOW		0.00	\$1,650.00		\$ 0.00
					Sub Total	\$21,015.00
					Sales Tax	\$0.00
					Freight	\$60.00
Terms: Net30 days for approved accounts. Credit card payments subject to 3% service fee.					Quote Total	\$21,075.00

Purchase Type (Please circle): LEASE or CASH

Proposal Valid For 30 Days from above, promotions subject to change.
Includes 1 Year Warranty unless otherwise noted on hardware and software, 30 days on accessories.

Printed Name of Authorized Purchaser

Signature of Purchaser

Date

If approved and agree to terms please sign and date above, fax to **630-836-8850**, include any specific billing, shipping and purchase order information with this proposal please.



Precision Midwest - Client Purchase Considerations

Trimble office software Client Installation and Network Server Rollout.

1. Precision Midwest sales staff may include an optional service when either Trimble Business Center or Trimble RealWorks software is purchased. The optional professional services include recommended onsite installation and setup where a PMW staff member will come to install directly, or work with client IT staff, the Trimble office software. If the client chooses to decline this recommended service and requires post-sale technical support to make the software usable, Precision Midwest may charge the client our standard professional services fee of \$150/hour to assist in addition to providing free reference materials from Trimble on how to install and setup the software.

Precision Midwest Client Leasing Options.

1. Precision Midwest offers customers very cost-effective equipment leasing programs. Here's a few benefits of leasing vs direct purchase:
 - a. Leasing allows customers to obtain today's cutting edge technology while managing cash flow to eliminate cash burdens on the client organization.
 - b. Most times, clients can put down a set amount of money as a down payment to help lower monthly payments.
 - c. Most times, equipment leasing is subject to IRS Sect 179 tax benefits for companies. *(Please consult with your direct tax professional to understand your situation.)*
 - d. In most of our leasing programs there is NO EARLY PAYOFF PENALTY. If you have a good year, you can pay off your lease early without being subject to service or hidden fees.
 - e. Customers can structure a lease on GNSS equipment, for example, so for the entire term the equipment is under both hardware and software warranty. Then, at the term end, the customer can turn in the equipment to obtain the latest technology available at that time to structure a new lease, or pay the final lease payment and fees, most times as little as \$1.
 - f. Customers with long projects can setup their lease and many times allow pass-thru billing to the client or project to accommodate the monthly lease payments.
 - g. EASY PAPERWORK - For most leases we only need a single (1) page application form, painless and quick.

2. **Trimble ZERO/36 (Most popular program):** Typically requires (2) advance payments and \$100 document processing fee. Client has option for 10% term residual, or \$1 buyout. This programs includes a client 4% straight participation fee, no compounding interest, just simple.
 - a. Example Lease Package:
 - i. **Trimble S6 3"** robotic total station system with **TSC3** controller, accessoires w/ trade-in credit:
 - ii. Monthly payment: \$1,089.52 (tax may be additional)
 - iii. At lease term, only pay \$1 to own equipment free and clear.
 - b. OR - Cash purchase discount price: **\$37,714.00** (+ sales tax as req'd)

* Leasing programs and pricing listed are subject to change, please see your PMW sales associate for the current programs to be certain of your exact costs and benefits.



Sponsor: _____

A RESOLUTION

AUTHORIZING the Information Technology Manager to accept a proposal for the installation of a Liebert PX029 HVAC system for the IT server room from Johnson Controls.

WHEREAS, the City's server room must be maintained at a constant temperature and humidity in order to maximize uptime of all systems; and

WHEREAS, the current HVAC system, which was installed in 2009, is not adequate; and

WHEREAS, it consists of a residential unit that runs 24 hours a day, seven (7) days a week to maintain the base temperature with no humidity control and a backup unit which is not vented properly and is inadequate to maintain operations if the main unit should fail; and

WHEREAS, staff consulted with a vendor-neutral HVAC professional and determined the best model for the City's server room to be a Liebert PX029; and

WHEREAS, Staff published a Request For Proposals for this system and received five (5) responses; and

WHEREAS, Johnson Controls submitted the proposal most advantageous to the City based on price with a cost of \$56,860.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Information Technology Manager is hereby authorized to accept a proposal for the installation of a Liebert PX029 HVAC system for the IT server room from Johnson Controls; provided, however, that said quotation is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: _____
March 8, 2016

Approved: _____
March 22, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

This proposal DOES NOT include:

- 1) Overtime, or shift pay.
- 2) Asbestos abatement.
- 3) Electrical installation for this project.
- 4) Anything not specified in the scope of work above.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Apr. 21, 2016

City Of Moline

Johnson Controls, Inc.

Name: _____

Title: _____

Date: _____

PO: _____

Name: Scott Harris _____

Title: Project Team Foreman _____

Date: 2/17/16 _____

Scott Harris _____



Proposal

Cedar Rapids IA Quad Cities Com Br
4703 15TH STREET A
MOLINE, IL 61265-7083
Phone:
Fax: 309-736-4300

TO: City Of Moline
619 16th Street
Moline, IL 61265
Nathan Scott

Date: February 16, 2016
Project: Server Room Air Conditioning
Proposal Ref: SH016-0216

We propose to furnish the materials and/or perform the work described below for the net price of:
\$56,860.00

FIFTY-SIX THOUSAND, EIGHT HUNDRED SIXTY AND 0/100 DOLLARS

For the above price this proposal includes:

• Johnson Controls proposes to provide labor, materials, and supervision to install the customer specified Liebert PDX system air conditioning unit for the server room at the City Of Moline building located at 1630 8th Street Moline, Illinois. The scope of work for this project to include specifically:

- 1) Provide and set along the east wall of the server room a PX029 Liebert indoor unit.
- 2) Provide, and set on a framework outside the south wall of the building garage a Liebert MCL055 condensing unit.
- 3) Provide, and install type ACR copper refrigerant piping between the new condenser and indoor unit.
- 4) Insulate the hot gas refrigerant piping between the indoor and outdoor unit.
- 5) Provide, and install return air ductwork from the new unit to the ceiling space above and behind the server rack.
- 6) Provide and install a copper water line from the mechanical room of the floor below to the new indoor unit.
- 7) Provide, and install a schedule 40 PVC drain pipe from the new indoor unit to the floor drain of the mechanical room of the floor below.
- 8) Pressure test the refrigerant piping.
- 9) Evacuate and charge the system with R410a refrigerant.
- 10) Factory start up of the new equipment.

This proposal DOES NOT include:

- 1) Overtime, or shift pay.
- 2) Asbestos abatement.
- 3) Electrical installation for this project.
- 4) Anything not specified in the scope of work above.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Apr. 21, 2016

City Of Moline

Johnson Controls, Inc.

Name: _____

Name: Scott Harris _____

Title: _____

Title: Project Team Foreman _____

Date: _____

Date: _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Johnson Controls, Inc

4703 15th Street A

Moline, IL 61265

References

Sisters of Charity

Multiple AHU And Condensing Unit Replacements

Andy Thomas

563-585-2877

John Deere Medical Center

Multiple RTU And VAV Replacements

Jessy Hullon

309-912-0985

Rock Island Arsenal

Building 210 Roof Chiller Replacement

Jason Wiese

309-782-4617

City of Moline

City Hall Chiller Replacement

Brandon Pannell

309-524-2402

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Johnson Controls, Inc. (insert firm name) to provide equal employment opportunity to all persons regardless of race, color, religion, sex or national origin. Accordingly, we will take Affirmative Action to ensure that we will:

1. Recruit, hire and promote in all job classifications regardless of race, color, religion, sex or national origin.
2. Make promotional decisions that are in accordance with principles of equal opportunity by imposing only valid requirements for promotional opportunities.
3. Incorporate our equal employment opportunity policy in all personnel actions such as compensation, benefits, transfers, lay-off, returns from lay-off, company sponsored training, education, tuition assistance.
4. Conduct social and recreational programs sponsored by our agency without regard to race, color, sex and religion.

Firm name: Johnson Controls, Inc.

Authorized signature: [Signature]

Title: Branch General Manager

Date: 2/16/2016

CERTIFICATION STATEMENT

CORPORATION:

The undersigned certifies and warrants that he or she is duly authorized to execute this certification on behalf of the corporation in accordance with by-laws of the corporation and that this certification is binding upon the corporation and is true and accurate.

Corporate name: Johnson Controls, Inc.

Signed by: Jeff Marks (Jeff Marks)

Title: Branch General Manager

Business address: 1351 60th Street NE, Cedar Rapids IA 52402

Insert names of corporate officers:

President: SEE ATTACHED

Secretary: DELEGATION OF AUTHORITY

Treasurer: _____

Attest: _____

Secretary



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980 hereby authorizes

Jeffrey L. Marks
Branch General Manager

(hereinafter, the "Delegate") to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

- a. the execution of surety, performance or bid bonds;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of the Company; or
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This authority shall remain in full force and effect through October 14, 2016.

Signed at Milwaukee, Wisconsin, this 15th day of October, 2015.



Alex A. Molinaroli, *President*

ATTEST:



Brian J. Codvallader, *Secretary*



Equal Employment Opportunity and Affirmative Action Policy

Role	Name	Date
Prepared	Heather Herling, Director Compliance	May 11, 2015
Approved	Jill Glandt, VP Corporate HR	May 31, 2015
Released	HR Leadership Team	
Effective	June 1, 2015	

Electronic copies valid without signature.

Master files are stored electronically and are available to all individuals within the scope of this document. Printed copies are for reference only.

1 Purpose

Johnson Controls, Inc., and its affiliated entities ("Johnson Controls" or the "Company"), is dedicated to providing equal employment opportunities for all qualified job applicants and employees. In particular, the Company is committed to ensuring that opportunities for employment, training, compensation, benefits, promotions, and other terms and conditions of employment are provided without regard to race, creed, color, religion, sex, age, national origin, sexual orientation, gender identity, marital status, familial status, disability status, status as a protected veteran, or any other characteristic protected by federal, state or local law. In addition, Johnson Controls is committed to taking affirmative action on behalf of qualified women, minorities, individuals with disabilities, and protected veterans.

Johnson Controls is dedicated to excellence in its work. We will apply the same commitment to excellence to the fair treatment of all employees and job applicants.

2 Scope

This policy applies to all Johnson Controls locations in the United States.

3 Policy Statement

It is the policy of Johnson Controls, to employ, and advance in employment, qualified persons regardless of race, creed, color, religion, sex, age, national origin, sexual orientation, gender identity, marital status, familial status, disability status, status as a protected veteran, or any other characteristic protected by federal, state or local law.

To effectuate our commitment to this policy, the Company has established affirmative action programs under which we will:

1. Recruit, hire, train and promote qualified persons in all job titles, and ensure that all other personnel actions are administered without regard to race, creed, color, religion, sex, age, national origin, sexual orientation, gender identity, marital status, familial status, disability status, status as a protected veteran, or any other characteristic protected by federal, state or local law.
2. Ensure that all employment decisions are based on valid job requirements so as to further the principle of equal employment opportunity.
3. Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

Equal Employment Opportunity and Affirmative Action Policy

4. Ensure that all personnel actions, such as compensation, benefits, hiring, promotions, terminations, transfers, layoffs, return from layoff, Company-sponsored training, education, tuition assistance, and social and recreational programs, are administered on a non-discriminatory basis.
5. Take affirmative action to employ, and advance in employment, qualified women, minorities, individuals with disabilities, and protected veterans at all levels of employment, including the executive level.
6. Ensure employees and applicants are not subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in (or may engage in) any protected activity or exercised any protected right under equal employment opportunity or affirmative action laws or regulations.

This Equal Employment Opportunity and Affirmative Action Policy has the full and complete support of Johnson Controls' Chief Executive Officer. All executives, directors, managers, and others with responsibilities affecting or relating to employment opportunities, such as supervisors and Human Resources personnel, are responsible for administering this policy within their respective areas. All Company employees are responsible for complying with this policy.

4 References

- Employee Promotion and Transfer Procedure
- Talent Acquisition Procedure
- Ethics Policy
- No Harassment Policy

5 Implementation, Compliance and Exceptions

Johnson Controls will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving the equal employment opportunity and affirmative action objectives set forth in this policy. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Human Resources will manage the Company's Equal Employment Opportunity/Affirmative Action Program. Responsibilities include, but are not limited to, monitoring all equal employment opportunity activities and reporting on the effectiveness of the Company's Affirmative Action Program. Human Resources will receive and review reports on the progress of the program. Any employee or applicant may inspect Johnson Controls' Affirmative Action Program during normal business hours by contacting Human Resources.

If any employee or applicant for employment believes he or she has been treated in a way that violates this policy, they should contact Human Resources, any other representative of management, or the Ethics Helpline at 1-866-444-1313. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as practicable, and the Company will take appropriate action in response to these investigations.

6 Document Revision History

Version	Date	Description of changes
05	25-February-2010	Clarified protected classes / groups (3.0)
06	26-April-2011	Clarified description of a protected veteran (3.0)
07	11-May-2015	Transferred policy to new template; added gender identity, familial status to list of protected categories; Ethics & No Harassment Policy reference; implementation, compliance and expectations

Council Bill/Resolution No. 1035-2016

Sponsor: _____

A RESOLUTION

APPROVING and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016 – December 31, 2019; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council does hereby approve and accept the proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the American Federation of State, County & Municipal Employees, Local 1132, for the contract term January 1, 2016 – December 31, 2019; provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference as “Exhibit A”; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the American Federation of State, County & Municipal Employees, Local 1132, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016 – December 31, 2019; provided the American Federation of State, County & Municipal Employees, Local 1132, has previously ratified said agreement; and provided further that said agreement is substantially similar in form and content to the contract language of the prior agreement between the parties, but subject to the changes negotiated by the parties, which changes are attached hereto and incorporated herein by this reference thereto as “Exhibit A” and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 8, 2016

Date

Passed: March 8, 2016

Approved: March 22, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney

other than layoff and provided that the City exercises good faith efforts to recruit and fill open positions, then any restriction otherwise imposed by this section shall not limit the City's rights concerning seasonal employees. ~~Effective January 1, 2013, the certified number of employees is subject to change contingent upon labor contract negotiations, position certifications, position decertifications, or through attrition, provided that the certified number will not go below 145 employees due to attrition; provided, however, that should the number of employees drop below 145 because of retirement, resignation, discharge, termination or any other reason other than layoff and provided that the City exercised good faith efforts to recruit and fill open positions, then any restriction otherwise imposed by this section shall not limit the City's rights concerning seasonal employees.~~ **Should the City enter into an agreement for consolidated dispatching, the aforementioned 142 employees shall be reduced by the number of budgeted emergency communications dispatcher positions.** Seasonal employees may be hired by the city from April 1 and shall be allowed to work through October 31 of the calendar year of hire. No additional seasonal personnel will be hired by the city until April 1 of the following year, except clerical helper I at recreational office and janitor helpers at Coolidge school (1) and garden center (1).

* * * *

8:171 Any employee may bid on a posted vacancy of any regular assignment by applying ~~in writing to the~~ **with** Human Resources ~~Manager on forms available from Department Directors~~ before the end of the posting period.

* * * *

9:01 The established workweek, for computing a week's pay, shall begin at ~~12:01~~ **12:00** A.M. Sunday and extend to ~~12:00~~ **11:59** P.M. the following Saturday.

9:02 An employee shall be scheduled for five (5) consecutive normal workdays and two (2) consecutive days off during seven (7) calendar days. However, Community Service Officers and Police Department Office Clerks shall be governed by past practices of scheduling hours of work and pay therefore.

9:03 A workday shall consist of twenty-four (24) hours beginning at ~~12:01~~ **12:00** A.M. of the calendar day and ending at ~~12:00~~ **11:59** P.M. of the calendar day; and there shall be seven (7) full workdays in a workweek.

* * * *

9:152 An employee on stand-by shall report to work, absent abnormal conditions, within 25 minutes after the employee acknowledges receipt of a call to report to work. If an employee has a ~~pager or~~ **City** phone, the employee will be considered available for receipt of calls at all times and shall answer a ~~page call~~ **page call** within fifteen (15) minutes of being ~~paged~~ **called**. If an employee does not have a ~~pager or~~ **City** phone, the employee shall be considered to have refused a call

request if the employee makes himself unavailable for receipt of **two (2)** calls for more than two (2) consecutive hours.

* * * *

10:06 Accumulated Sick Leave as Termination Benefits. ~~When any employee who has at least eight (8) years of continuous service with the City and who is otherwise eligible for retirement benefits resigns, said employee shall receive compensation for any accumulated sick leave. When an employee dies, that employee's estate shall receive compensation for any accumulated sick leave. Compensation shall be made at the rate of 25% of the employee's wage at the time of the resignation or death. All amounts due under this 10:06 shall be due in a lump sum payment.~~

~~Effective January 1, 2003, an~~ **An** employee's estate shall receive 100% of the employee's accumulated sick leave upon death while employed with the City if the employee has been employed twenty (20) years or more at the time of the employee's death, and if the employee has been employed less ~~that~~ **than** twenty (20) years, shall receive 50% of the employees accumulated sick leave. When any employee, **who is in the Illinois Municipal Retirement Fund's (IMRF's) Tier 1 Plan and** who has at least eight (8) years of continuous service with the City and who is otherwise eligible for retirement benefits, resigns, said employee shall be eligible to convert 25% of accumulated sick leave into the City of Moline's retiree Health Benefits Savings Account. **When any employee, who is in the Illinois Municipal Retirement Fund's (IMRF's) Tier 2 Plan and who has at least ten (10) years of continuous service with the City and who is otherwise eligible for retirement benefits, resigns, said employee shall be eligible to convert 25% of accumulated sick leave into the City of Moline's retiree Health Benefits Savings Account.** An employee, who attains twenty-five (25) or more years of service **with the City and who is otherwise eligible for retirement benefits, resigns, said employee** shall be eligible to convert 50% of accumulated sick leave into the ~~account~~**City of Moline's retiree Health Benefits Savings Account.**

* * * *

11:011 Application for duty disability leave shall be made in writing to the Department Director within twenty four (24) hours of the incident giving rise to the disability or within twenty four (24) hours of the time the employee learns or should have learned of the events or condition giving rise to the claim for duty disability leave, whichever is later. The application shall be combined with the accident report to be completed as one form by the employee. Failure to make application within the required time period shall result in loss of right to duty disability leave and to sick leave for said disability or condition. The employee shall submit within ten (10) days of submitting said application satisfactory certification of the disability by a physician. The City, however, reserves the right to have the ~~loss control manager~~ **Human Resources Manager** make a final determination of all claims for duty disability leave.

* * * *

ARTICLE XIII. HOLIDAY LEAVE

(HOLIDAYS)

13:01 The City shall observe the following days as holidays and may shut down all or part of its operations on said days at its discretion:

<u>2016</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/16 Friday	01/01/16 Friday
Presidents' Day	02/15/16 Monday	02/15/16 Monday
Spring Holiday	03/25/16 Friday	03/25/16 Friday
Memorial Day	05/30/16 Monday	05/30/16 Monday
Independence Day	07/04/16 Monday	07/04/16 Monday
Labor Day	09/05/16 Monday	09/05/16 Monday
Veterans Day	11/11/16 Friday	11/11/16 Friday
Thanksgiving Day	11/24/16 Thursday	11/24/16 Thursday
Day after Thanksgiving	11/25/16 Friday	11/25/16 Friday
Day before Christmas	12/24/16 Saturday	12/23/16 Friday
Christmas Day	12/25/16 Sunday	12/26/16 Monday
Last Day of the Year	12/31/16 Saturday	12/30/16 Friday

<u>2017</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/17 Sunday	01/02/17 Monday
Presidents' Day	02/20/17 Monday	02/20/17 Monday
Spring Holiday	04/14/17 Friday	04/14/17 Friday
Memorial Day	05/29/17 Monday	05/29/17 Monday
Independence Day	07/04/17 Tuesday	07/04/17 Tuesday
Labor Day	09/04/17 Monday	09/04/17 Monday
Veterans Day	11/11/17 Saturday	11/10/17 Friday
Thanksgiving Day	11/23/17 Thursday	11/23/17 Thursday
Day after Thanksgiving	11/24/17 Friday	11/24/17 Friday
Day before Christmas	12/24/17 Sunday	12/22/17 Friday
Christmas Day	12/25/17 Monday	12/25/17 Monday
Last Day of the Year	12/31/17 Sunday	12/29/17 Friday

<u>2018</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/18 Monday	01/01/18 Monday
Presidents' Day	02/19/18 Monday	02/19/18 Monday
Spring Holiday	03/30/18 Friday	03/30/18 Friday
Memorial Day	05/28/18 Monday	05/28/18 Monday
Independence Day	07/04/18 Wednesday	07/04/18 Wednesday
Labor Day	09/03/18 Monday	09/03/18 Monday
Veterans Day	11/11/18 Sunday	11/12/18 Monday
Thanksgiving Day	11/22/18 Thursday	11/22/18 Thursday
Day after Thanksgiving	11/23/18 Friday	11/23/18 Friday
Day before Christmas	12/24/18 Monday	12/24/18 Monday
Christmas Day	12/25/18 Tuesday	12/25/18 Tuesday
Last Day of the Year	12/31/18 Monday	12/31/18 Monday

<u>2019</u>	<u>Calendar Holiday</u>	<u>Day City Observes</u>
New Year's Day	01/01/19 Tuesday	01/01/19 Tuesday
Presidents' Day	02/18/19 Monday	02/18/19 Monday
Spring Holiday	04/19/19 Friday	04/19/19 Friday
Memorial Day	05/27/19 Monday	05/27/19 Monday
Independence Day	07/04/19 Thursday	07/04/19 Thursday
Labor Day	09/02/19 Monday	09/02/19 Monday
Veterans Day	11/11/19 Monday	11/11/19 Monday
Thanksgiving Day	11/28/19 Thursday	11/28/19 Thursday
Day after Thanksgiving	11/29/19 Friday	11/29/19 Friday
Day before Christmas	12/24/19 Tuesday	12/24/19 Tuesday
Christmas Day	12/25/19 Wednesday	12/25/19 Wednesday
Last Day of the Year	12/31/19 Tuesday	12/31/19 Tuesday

* * * *

14:091 The maximum consecutive use of vacation leave shall be eighty (80) hours unless the Department Director determines that work and staffing needs will permit additional usage. The minimum usage shall be ~~four (4)~~ **two (2)** hours and usage shall be in increments of ~~four (4)~~ **two (2)** hours.

* * * *

ARTICLE XV. WAGES

15:01 Effective the first full payroll period beginning on or after January 1, ~~2012~~ **2016**, employees shall receive a ~~0.00%~~ **2.50%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

Effective the first full payroll period beginning on or after January 1, ~~2013~~ **2017**, employees shall receive a ~~1.00%~~ **2.50%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

Effective the first full payroll period beginning on or after January 1, ~~2014~~ **2018**, employees shall receive a ~~2.50%~~ **2.25%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

Effective the first full payroll period beginning on or after January 1, ~~2015~~ **2019**, employees shall receive a ~~2.25%~~ **2.25%** across the board general wage increase applied to their then current rate as shown on Exhibit J, except employees whose wage rates are in excess of the top of their pay range.

* * * *

ARTICLE XVIII. INSURANCE

(HEALTH INSURANCE PROGRAM)

18:01 A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Benefit Plan booklet (hereinafter referred to as “health insurance program”), shall be offered to all regular employees. The actual plan documents shall be the basis of any final interpretation for eligibility and benefits. Effective January 1, ~~2012~~ **2016** through December 31, ~~2014~~ **2018**, employees shall pay 20% of the total monthly premium. Effective January 1, ~~2015~~ **2019** through the term of this Agreement, at no time will the employee’s share of the New Rate Total be higher than any other union within the City, ~~provided that the employee’s share is capped at 25% of the total monthly premium.~~ Refer to Exhibit N for premium and benefit changes and for premium increases effective on January 1, ~~2012~~ **2016**, January 1, ~~2013~~ **2017**, January 1, ~~2014~~ **2018** and January 1, ~~2015~~ **2019**.

* * * *

(CONTINUATION OF COVERAGE AFTER RETIREMENT)

18:04 The City will pay the Employer’s share of the health insurance premium of the City of Moline’s group health insurance program for retired employees aged 50 to 65 and for those employees who are on a disability pension at any age. However, the City shall not pay the health insurance premiums for those retired who are eligible to be covered by another health insurance program due to subsequent employment. Furthermore, the City shall require the retired or disabled employee to file a statement annually indicating they are not eligible through employment with another employer to be covered by another health insurance program. If a retiree once eligible becomes ineligible to be covered by another health insurance program or leaves their employment, that retiree shall be allowed coverage under the City’s group health insurance program, but at the then bargained-for rate for said retiree’s coverage type and age category.

~~Retired employees for purposes of this Article include only those having eight (8) years of service or more at the time of retirement and who received a pension for that service at the time of retirement. For the purposes of this Article, retired employees shall include only:~~

- 1) Those qualifying for the Illinois Municipal Retirement Fund’s (IMRF’s) Tier 1 Plan who had eight (8) years of service or more with the City at the time of retirement and who received a pension for that service at the time of retirement; or**

2) Those qualifying for the Illinois Municipal Retirement Fund's (IMRF's) Tier 2 Plan who had ten (10) years of service or more with the City at the time of retirement and who received a pension for that service at the time of retirement.

Any retiree only shall have the right to choose coverage for themselves or their dependents under medical, prescription drug, dental and vision coverage and may not omit any of the coverages. Refer to Exhibit N for premiums and benefit changes and for premium increases effective on January 1, ~~2008~~ **2016** and January 1, ~~2011~~ **2019**.

Should the employee health insurance fund become insolvent at any time during the term of this contract, then upon mutual agreement of both parties, this article may be opened for additional negotiations.

* * * *

23:04 The Union may designate four (4) employees and the City four (4) individuals, one of which will be the ~~loss-control manager~~ **Human Resources Manager**, to serve as the Safety Committee for the unit.

* * * *

23:092 A pair of safety shoes shall continue to be furnished each fiscal year to employees whose regular assignments require safety shoes under 23:09. Safety shoes furnished to employees with seniority shall be furnished on the following basis:

~~23:0921 The City shall solicit proposals from vendors of safety shoes and shall select at least two (2) but no more than five (5) vendors who agree to provide safety shoes meeting, at a minimum, standards selected by the City ("Approved Vendors").~~

23:0922 An employee with seniority may select any pair of safety shoes **meeting minimum standards** from ~~an Approved Vendor~~ **the vendor of the employee's choice. The City will pay up to one hundred dollars and no cents (\$100.00).** ~~meeting minimum standards and pay directly to the Approved Vendor that portion of the cost thereof exceeding one hundred dollars and no cents (\$100.00). The City will then pay the Approved Vendor upon billing the cost of the pair of safety shoes minus the employee's share.~~

23:0923 Probationary employees may select any pair of safety shoes **meeting minimum standards** from ~~an Approved Vendor~~ **the vendor of the employee's choice** ~~meeting minimum standards~~ and pay directly to the ~~Approved Vendor~~ **vendor** the cost thereof. However, upon said employee becoming an employee with seniority, the City will reimburse the employee for the cost of the safety shoes up to maximum of one hundred dollars and no cents (\$100.00).

23:0924 Pairs of shoes so furnished shall be considered the property solely of the employee.

23:0925 The City will furnish to employees (either probationary or with seniority) whose regular assignment does not require safety shoes under 23:09 but who is assigned temporarily to an assignment that requires safety shoes under 23:09 at 100% City cost. Such shoes will be solely the property of the City and will be returned to the City upon completion of the temporary assignment. A pair of shoes so returned shall not be counted as a pair for the fiscal year as to the employees involved. Failure to return temporary assignment pair of shoes will result in the employee paying the full current cost of such a pair. The City may reissue returned pairs of shoes to other employees on temporary assignments.

23:0926 The City shall not pay for safety shoes while employees are on leave related to duty disability, workers' compensation or non-duty disability. Any employee who leaves City employment for any reason within six (6) months of purchase of new safety shoes will reimburse the City the amount paid by the City. A request for safety shoes within the last six months of employment shall not be unreasonably denied. Funds shall be deducted from the employee's final pay.

* * * *

ARTICLE XXVII. TERM

27:01 The term of this Agreement shall begin on January 1, ~~2012~~ **2016**, and shall remain in full force and effect until December 31, ~~2015~~ **2019**, but no provision shall be retroactive prior to the execution date unless otherwise specified. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this Agreement, said party must notify the other party in writing on or before September 30, ~~2015~~ **2019**, and may present its initial demands in writing at said time.

* * * *

EXHIBIT A

**PRESENT MANAGERIAL, SUPERVISORY, PROFESSIONAL, TECHNICAL
AND CONFIDENTIAL POSITIONS OR CLASSIFICATIONS NOT OTHERWISE
EXCLUDED**

CLASSIFICATIONS

Administrative Assistant	Director of Planning and Development
Administrative Assistant - Fleet	Director of Public Works
Administrative Assistant Police	Economic Development Manager
Administrative Coordinator	Environmental Manager
Administrative Secretary Police	Executive Assistant
Administrative Secretary - Finance	Executive Coordinator
Administrative Specialist	Field Service Manager
Adult Activity Supervisor	Finance Director
Adult/Young Adult Services Coordinator	Finance Manager
Assistant Library Director	Fire Chief
Battalion Chief	Fire Inspector
Benefits & Compensation Manager	Fire Marshal
Coordinator	Fleet Manager
Building Official	FOIA & Rental Housing Inspections
Cemetery Manager	Program Coordinator
Chief of Police/Public Safety Director	GIS Manager Administrator
Children's Services Coordinator	Housing Grant Compliance Analyst
Circulation Services & Systems Coordinator	Human Resources Assistant
City Administrator	Human Resources Manager
City Attorney	Human Resources Specialist
City Clerk	Information Technology Manager
City Planner	IT Specialist
City Engineer	Land Development Manager
Civil Engineer	Lead Program Manager
Civil Engineer II	Legal Assistant
Code Enforcement Technician	Legal Services Specialist
Community Development Manager Assistant	Library Associate Non-Union
Community Service Officer Supervisor	Library Development/Marketing
Compensation & Records Manager	Coordinator
Construction Manager	Library Director
Customer Service & Risk Manager	Library Operations Manager
Deputy City Attorney	Management Services Officer
Deputy Fire Chief	Municipal Services General Manager
Deputy Public Works Director/City	Municipal Services Operations Manager
Engineer	Municipal Services Operations Supervisor
Design Engineer	Network Manager & Database Administrator
Director of Parks and Recreation	

EXHIBIT A

Occupational Health Nurse Manager

Parks Operations Manager

Parks Recreation Director

Planning & Economic Development Director

Police Captain

Police Chief

Property Management Coordinator

~~Public Information Officer~~

Public Safety Communications Manager

Risk Management Specialist

~~Recreation Supervisor~~

~~Revenue Manager~~

System & Technical Services Coordinator

Utilities ~~Engineer~~**General Manager**

Water Distribution Manager

~~Water General Manager~~

Water Laboratory Chemist

Water Plant Manager

~~Water Quality Manager~~

~~Water Pollution Control General Manager~~

Water Pollution Control ~~Plant~~**Treatment**

Operations Manager

Water Pollution Control Sewer Maintenance
Manager

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EXHIBIT H

Active Positions:

- A. Community Service Officer (12)
- B. ~~Account Coordinator (12)~~
Accountant (18)
Accounting Technician (10)
Accounts Receivable Technician (10)
~~Community Development Planner (16)~~
~~Customer Service Technician (10)~~
~~Customer Service Specialist (12)~~
Emergency Communications Dispatcher (12)
Parking **Services Technician Attendant (9) (10)**
~~Police Information Technician (9) (10)~~
~~Property Identification Technician (14)~~
~~Revenue Specialist (12)~~
~~Systems Technician (12)~~
- C. ~~Building Maintenance Technician (10)~~
~~Custodian (7)~~
Electrical Systems Integrator (16)
~~Fleet Clerical Worker (9)~~
~~HVAC Mechanic (14)~~
Janitor (4)
Parts & Service Specialist (13)
Senior Custodian (8)
Traffic Operations Specialist (18)
Traffic Operations Worker (11)
- D. **Mechanic I (12)**
Mechanic II (14)
~~Mechanic III (16)~~
Fleet Services Lead Technician (16)
- E. ~~Building Inspector (16)~~
Combination Inspector – Building I (16)
Combination Inspector – Building II (17)
Combination Inspector – Electrical I (16)
Combination Inspector – Electrical II (17)
Combination Inspector – Plumbing I (16)
Combination Inspector – Plumbing II (17)
~~Electrical Inspector (16)~~
Engineering Technician I (12)
- Engineering Technician II (15)
Environmental Health Specialist (16)
Environmental Technician (15)
~~Heating & Air Conditioning Inspector (16)~~
Neighborhood Improvement & Lead Assessment Specialist (14)
Neighborhood Improvement Officer (16)
~~Planning Technician (11)~~
~~Plumbing Inspector (16)~~
~~Public Utilities Records Specialist (11)~~
Resident Construction Inspector (16)
Survey Crew Chief (16)
~~Urban Planner (16)~~
Utility Billing Specialist (12)
Utility Billing & GIS Records Specialist (12)
- F. ~~Chief Maintenance Worker (14)~~
Forester (14)
Graphic Design Specialist (14)
Laborer – Public Works (9)
~~Landscape Horticulturalist (15)~~
Landscape Worker (11)
Maintenance Specialist (14)
Motor Equipment Operator ~~& Maintenance Worker (11)~~
Motor Equipment Operator ~~& Maintenance Worker~~ – Parks (11)
Municipal Services Crew Leader (16)
Park Operations Crew Leader (16)
Truck Driver (11)
- G. Collection System Operator (11)
Laborer – WPC (9)
Sewer Collection Crew Leader (16)
Truck Driver – WPC (11)
WPC Laboratory Technician (14)
WPC Mechanic (15)
WPC Operations Technician (11)
~~WPC Plant Mechanic (14)~~
WPC Plant Operator (13)
WPC Treatment Operations Crew Leader (16)

EXHIBIT H

- H. ~~Field Service Worker (11)~~
~~Water Meter Service Worker (10)~~
Water Field Service Technician (11)

- I. ~~Public Utilities Field Technician (15)~~
Utility Plumber (14)
Water Distribution Crew Leader (16)
Water Distribution Mechanic (13)
Water Distribution Operator (11)
Water Distribution Worker (9)
Water Laboratory Technician (14)
~~Water Operations Worker (9)~~
Water Plant Mechanic Operator (14)
Water Plant Operations & Maintenance
Specialist (16)
Water Plant Operator (13)

- J. None

- K. Recreation Programmer I (14)
Recreation Programmer II (17)

* * * *

EXHIBIT J

AFSCME PAY PLAN

Effective January 1, 2016 – December 31, 2019

Grade		Minimum	Maximum		Grade		Minimum	Maximum
3	A	29,500.85	44,888.90		11	A	43,585.98	66,321.42
(A03)	BW	1,134.65	1,726.50		(A11)	BW	1,676.38	2,550.82
	H	14.1831	21.5812			H	20.9548	31.8853
4	A	30,975.78	47,133.42		12	A	45,765.20	69,636.94
(A04)	BW	1,191.38	1,812.82		(A12)	BW	1,760.20	2,678.34
	H	14.8922	22.6603			H	22.0025	33.4793
5	A	32,524.34	49,490.27		13	A	48,053.82	73,119.07
(A05)	BW	1,250.94	1,903.47		(A13)	BW	1,848.22	2,812.27
	H	15.6367	23.7934			H	23.1028	35.1534
6	A	34,150.48	51,964.43		14	A	50,456.02	76,774.67
(A06)	BW	1,313.48	1,998.63		(A14)	BW	1,940.62	2,952.87
	H	16.4185	24.9829			H	24.2577	36.9109
7	A	35,858.58	54,562.35		15	A	52,979.26	80,613.73
(A07)	BW	1,379.18	2,098.55		(A15)	BW	2,037.66	3,100.53
	H	17.2397	26.2319			H	25.4708	38.7566
8	A	37,651.33	57,290.90		16	A	55,628.56	84,644.56
(A08)	BW	1,448.13	2,203.50		(A16)	BW	2,139.56	3,255.56
	H	18.1016	27.5437			H	26.7445	40.6945
9	A	39,533.73	60,155.06		17	A	58,409.10	88,877.15
(A09)	BW	1,520.53	2,313.66		(A17)	BW	2,246.50	3,418.35
	H	19.0066	28.9207			H	28.0813	42.7294
10	A	41,510.56	63,163.57		18	A	61,329.63	93,320.45
(A10)	BW	1,596.56	2,429.37		(A18)	BW	2,358.83	3,589.25
	H	19.9570	30.3671			H	29.4854	44.8656

EXHIBIT K

RESERVED

TEMPORARY EMPLOYEE CLASSIFICATIONS

<u>Classification</u>	<u>Pay Grade</u>
Clerical Helper	805
Traffic Engineering Helper	810
Janitorial Helper	815
Building Maintenance Helper	815
Parking System Helper	820
Clerical Helper II	830
Engineering Helper	835
<i>Electrical Maintenance Helper</i>	835
Data Processing Helper	835
Auto Parts Helper	835
WPC Maintenance Helper	845
Parks Maintenance Helper	845
Street Maintenance Helper	845
Engineering Aide	855
Administrative Intern	855

HOURLY WAGE

Effective September 1, 1997

<u>Grade</u>	<u>Starting Wage</u>	<u>A</u>	<u>B</u>	<u>C</u>
805	\$5.15	\$5.20	\$5.25	\$5.30
810	5.20	5.25	5.30	5.35
815	5.25	5.30	5.35	5.40
820	5.30	5.35	5.40	5.45
825	5.35	5.40	5.45	5.65
830	5.40	5.45	5.65	5.91
835	5.45	5.65	5.91	6.19
840	5.65	5.91	6.19	6.49
845	5.91	6.19	6.49	6.80
850	6.19	6.49	6.80	7.12
855	6.49	6.80	7.12	7.46
860	6.80	7.12	7.46	7.82
865	7.12	7.46	7.82	8.19
870	7.46	7.82	8.19	8.59
875	7.82	8.19	8.59	9.00

* * * *

EXHIBIT N

Page 1 of 2

HEALTH INSURANCE PLAN

The City shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the City's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

PREMIUM EFFECTIVE JANUARY 1, 2016

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/16
Single - Active	\$441.49	\$110.36	\$551.85
Family - Active	\$1,152.31	\$288.06	\$1,440.37
R <65 >50	\$441.49	\$110.36	\$551.85
R >65	\$0.00	\$288.06	\$288.06
R <50	\$0.00	\$551.85	\$551.85
R <65 >50 & D <65	\$441.49	\$998.88	\$1,440.37
R <50 & D <65	\$0.00	\$1,440.37	\$1,440.37
R <65 >50 & D >65	\$441.49	\$398.44	\$839.93
R >65 & D <65	\$0.00	\$1,176.56	\$1,176.56
R & D >65	\$0.00	\$576.15	\$576.15

PREMIUM EFFECTIVE JANUARY 1, 2017

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/17
Single - Active	\$450.31	\$112.58	\$562.89
Family - Active	\$1,175.34	\$293.84	\$1,469.18
R <65 >50	\$450.31	\$112.58	\$562.89
R >65	\$0.00	\$293.82	\$293.82
R <50	\$0.00	\$562.89	\$562.89
R <65 >50 & D <65	\$450.31	\$1,018.87	\$1,469.18
R <50 & D <65	\$0.00	\$1,469.18	\$1,469.18
R <65 >50 & D >65	\$450.31	\$406.42	\$856.73
R >65 & D <65	\$0.00	\$1,200.09	\$1,200.09
R & D >65	\$0.00	\$587.67	\$587.67

EXHIBIT N

Page 2 of 2

HEALTH INSURANCE PLAN

PREMIUM EFFECTIVE JANUARY 1, 2018

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/18
Single - Active	\$454.82	\$113.70	\$568.52
Family - Active	\$1,187.11	\$296.76	\$1,483.87
R <65 >50	\$454.82	\$113.70	\$568.52
R >65	\$0.00	\$296.76	\$296.76
R <50	\$0.00	\$568.52	\$568.52
R <65 >50 & D <65	\$454.82	\$1,029.05	\$1,483.87
R <50 & D <65	\$0.00	\$1,483.87	\$1,483.87
R <65 >50 & D >65	\$454.82	\$410.48	\$865.30
R >65 & D <65	\$0.00	\$1,212.09	\$1,212.09
R & D >65	\$0.00	\$593.55	\$593.55

PREMIUM EFFECTIVE JANUARY 1, 2014

~~Effective January 1, 2014, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2014 is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by AFSCME employees and retirees be higher than any other union.~~

PREMIUM EFFECTIVE JANUARY 1, 2015 2019

Effective January 1, **2015 2019**, **at no time will** the employee's share of the New Rate Total be higher than any other union within the City, ~~provided that the employee's share is capped at 25% of the New Rate Total.~~ The increase for the New Rate Total effective January 1, **2015 2019** is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by AFSCME employees and retirees be higher than any other union.

* * * *

LETTER OF UNDERSTANDING

Now come the CITY OF MOLINE, ILLINOIS, (City) a municipal corporation; and the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES (AFSCME), Local 1132.

WHEREAS, the City and AFSCME currently have in force a Labor Agreement executed in March 2016; and

WHEREAS, during the negotiations which resulted in a labor agreement executed in March 2016, effective January 1, 2016 through December 31, 2019, the City and AFSCME agreed that in return for AFSCME's acceptance of the City's proposal with respect to Section 8:153 (certified number of employees), the City would not lay off any non-probationary AFSCME members from January 1, 2016 through December 31, 2019, subject to the provisions outlined below; and

WHEREAS, AFSCME has agreed that this Agreement creates no past practice of any kind and that this Agreement and its results shall not have precedential value in any other case arising under the terms of the Labor Agreement nor in any arbitration, save an arbitration to enforce the terms of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the recitals set forth above are hereby incorporated herein as mutually agreed upon facts, terms and conditions of this Agreement as if set forth at this point.
2. The City agrees to guarantee no loss of employment for any non-probationary AFSCME member for the term of the labor agreement from January 1, 2016 through December 31, 2019. The City agrees to employ all non-probationary AFSCME employees who are available to work, subject to attrition through retirement, resignation or discipline for cause; provided, however, the City will continue to manage its employees and assign AFSCME members as required to address the needs of the City, per the current Labor Agreement.
3. The City and AFSCME agree that should the City decide to outsource parking enforcement and/or consolidate emergency dispatch, however, this "no layoff" clause shall not apply to those affected members.
4. The City and AFSCME agree that budgeting for AFSCME positions during the remainder of the current Labor Agreement shall be determined by the City subject to the requirements and restrictions of the current Labor Agreement, including without limitation that should budgeting be eliminated for any particular position, any displaced employee(s) shall retain all bumping rights providing therein so long as the displaced employee(s) have not been terminated for a disciplinary matter.
5. AFSCME agrees that this Agreement creates no past practice of any kind and that this Agreement shall not survive or extend beyond the term of the current Labor Agreement and its results shall have no precedential value to any other case arising under the terms of the current Labor Agreement nor may it be used in any arbitration, save the enforcement of the terms of this Agreement.

The parties hereto have caused their duly authorized agents to sign this Letter of Understanding this _____ day of March, 2016.

AFSCME, Local 1132

City of Moline, Illinois

By: _____
Arnold E. McCollom II, President

By: _____
Lewis J. Steinbrecher, City Administrator

By: _____
David P. Mallum, Vice President

By: _____
Alison M. Fleming, Human Resources Manager

By: _____
Miguel Morga,
AFSCME Staff Representative

By: _____
Maureen E. Riggs, City Attorney

Approved as to form:

By: _____
Amy L. Keys, Deputy City Attorney

LETTER OF UNDERSTANDING

Now come the CITY OF MOLINE, ILLINOIS, (City) a municipal corporation; and the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES (AFSCME), Local 1132.

WHEREAS, the City and AFSCME currently have in force a Labor Agreement executed in March 2016; and

1. That during the negotiations which resulted in a labor agreement executed in March 2016, effective January 1, 2016 through December 31, 2019, the City and AFSCME agreed that the minimum and maximum rates of each pay grade in effect as of December 31, 2015 shall remain in effect through December 31, 2019; and
2. That the minimum and maximum rates of each pay grade shall not be adjusted by the general wage increase (GWI) for the duration of the current labor agreement; and
3. That employees who are at the maximum of their pay grades as of the effective date of the negotiated GWI shall receive the negotiated GWI in a one-time lump sum payment on the paycheck corresponding to the first full payroll period of the calendar year; and
4. That the actions taken here do not create a past practice of any kind and all parties expressly agree that this Letter of Understanding shall not constitute a past practice of any kind nor have any precedential value to any other case arising under the terms of the Labor Agreement nor shall it be evidence of same in any arbitration.

The parties hereto have caused their duly authorized agents to sign this Letter of Understanding this _____ day of March, 2016.

AFSCME, Local 1132

City of Moline, Illinois

By: _____
Arnold E. McCollom II, President

By: _____
Lewis J. Steinbrecher, City Administrator

By: _____
David P. Mallum, Vice President

By: _____
Alison M. Fleming, Human Resources Manager

By: _____
Miguel Morga,
AFSCME Staff Representative

By: _____
Maureen E. Riggs, City Attorney

Approved as to form:

By: _____
Amy L. Keys, Deputy City Attorney

Council Bill/Special Ordinance No.: 4011-2016
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 2381 32nd Street, Moline, as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2381 32nd Street, Moline, to David Swanson d/b/a CenterPoint Construction Services.

WHEREAS, the City acquired the property at 2381 32nd Street as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 2381 32nd Street on January 20, 2016, and David Swanson d/b/a CenterPoint Construction Services (“CCS”) submitted the proposal most advantageous to the City; and

WHEREAS, CCS has offered to purchase 2381 32nd Street for \$46,355.00 and promises to complete interior and exterior repair and restoration of the building on said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than September 30, 2016; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. CCS will be responsible for paying his pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the property located at 2381 32nd Street is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 2381 32nd Street, Moline, Illinois, with David Swanson d/b/a CenterPoint Construction Services, and do all things necessary to convey said property to David Swanson d/b/a CenterPoint Construction Services, in return for payment of \$46,355.00, plus a right of reverter requiring David Swanson d/b/a CenterPoint Construction Services to complete interior and exterior renovations of said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond September 30, 2016, or the property would revert to the City; provided, however, that said agreement is in substantially form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

SELLER

Address: 619 16th Street
Moline, IL 61265

Telephone: (309) 524-2012

DAVID SWANSON d/b/a
CENTERPOINT CONSTRUCTION
SERVICES

PURCHASER

Address: 5230 River Drive
Moline, IL 61265

Telephone: (563) 529-5006

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 2381 32nd Street, Moline, Illinois (Parcel Number 07-1325), consisting of 5,360 square feet, more or less, legally described as:

THE SOUTH FORTY (40) FEET OF OUTLOT NUMBER FIVE (5) IN
"HIGHLAND", AN ADDITION IN THE CITY OF MOLINE, COUNTY OF
ROCK ISLAND AND STATE OF ILLINOIS;

hereinafter referred to as the "Property," for the total sum of FORTY-SIX THOUSAND, THREE HUNDRED FIFTY-FIVE and No/100 DOLLARS (\$46,355.00), plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 2381 32nd Street as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. **The deadline to complete all renovations is June 30, 2016.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond September 30, 2016, or the Property will **automatically revert to the City.** Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until March 15, 2016, to allow Seller's City Council to consider and approve this Agreement at its March 8, 2016 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for

this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Forty-Six Thousand, Three Hundred Fifty-Five and No/100 Dollars (\$46,355.00). Of the 2016 taxes payable in 2017, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2016, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Cut and remove all volunteer trees on property and excavate stumps and haul to recyclers. Remove all layers of existing roof from garage and house and replace with 30 year architectural shingle. Inspect and clean out gutters and replace dented or missing gutter elbows, downs or exit parts. Replace all windows including basement windows with new energy efficient vinyl windows. All windows to be wrapped in aluminum on exterior of house. Garage will have wood replaced as needed and primed and painted. East (front) side of property to be landscaped with bushes and mulch bed. Any existing wood exposed on exterior of house to be scraped, primed and painted.

Interior of house will be emptied and contents will be disposed of accordingly. Kitchen cabinets are to be removed and replace with quality cabinets with granite counter tops and new faucets. Floors will be replaced with ceramic tiles. All interior rooms are to be scraped, sanded and painted with Sherwin Williams paint. Carpet in bedrooms are to be replaced with new carpet. Hardwood floors are to be sanded and refinished as needed. All water pipes from meter in to be replaced. Hot water heater to be replaced. Bathrooms up and down to get new ceramic tile. Furnace and air conditioning to get replaced with 97% furnace and 16 seer 3 ton air conditioner. Electrical to be inspected by City of Moline electrical inspector and revise or repair as needed to bring to code.

Timeline

Exterior work to be completed 60 days from possession.

All other work to be completed 90 days from possession.

The deadline to complete all renovations is June 30, 2016. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond September 30, 2016.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any

improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on June 30, 2016, or in no event beyond September 30, 2016, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before March 15, 2016 ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before March 15, 2016, and Purchaser's offer to buy herein shall be irrevocable to and including March 15, 2016, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by March 8, 2016, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

Executed by SELLER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

By: _____
Scott Raes, Mayor

Date: _____

Executed by PURCHASER:

DAVID SWANSON d/b/a CENTERPOINT
CONSTRUCTION SERVICES

By: _____
David Swanson, Owner

Date: 2/19/16

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012

Council Bill/General Ordinance No. 3004-2016

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-4407, “RESTRICTIONS ON LEFT TURNS,” by repealing said section in its entirety and enacting in lieu thereof one new Section 20-4407 entitled “RESTRICTIONS ON LEFT TURNS; RIGHT TURNS ONLY,” dealing with the same subject matter; and by enacting one new appendix to Chapter 20 entitled “APPENDIX 2A. RIGHT TURNS ONLY.”

WHEREAS, the Moline Code of Ordinances contains a section for restrictions on left turns at intersections, but does not contain a section related to right turn only intersections; and

WHEREAS, the Traffic Engineering Committee (“Committee”) received a request for a right turn only intersection and approved the request at its February 2, 2016 Committee meeting; and

WHEREAS, this amendment will amend Section 20-4407 to include a provision for right turn only intersections pursuant to the Committee’s determination that such a need is valid; and

WHEREAS, this amendment will also enact a corresponding appendix to Chapter 20 entitled “Appendix 2A. RIGHT TURNS ONLY,” to list the location of the current request upon City Council approval and any future approvals of this type.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-4407, “RESTRICTIONS ON LEFT TURNS,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 20-4407 entitled “RESTRICTIONS ON LEFT TURNS; RIGHT TURNS ONLY,” dealing with the same subject matter, which shall read as follows:

“SEC. 20-4407. RESTRICTIONS ON LEFT TURNS; RIGHT TURNS ONLY.

(a) At left turn restricted intersections established by Appendix 2, it shall be unlawful for the driver of any vehicle to make a left turn with the vehicle at any intersection with a “No Left Turn” sign posted, or at any intersection controlled by a signal device, which has a left turn green arrow and is posted “Left Turn on Green Arrow Only,” except during the time said arrow is lighted or as otherwise directed by a police officer.

(b) At right turn only intersections established by Appendix 2A, it shall be unlawful for the driver of any vehicle to make a left turn or to proceed forward with the vehicle at any intersection with a “Right Turn Only” sign posted, or at any intersection controlled by a signal device and posted “Right Turn Only,” except during a time as otherwise directed by a police officer.”

Section 2 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, is hereby amended by enacting one new appendix entitled “APPENDIX 2A. RIGHT TURNS ONLY,” which shall read as follows:

“APPENDIX 2A. RIGHT TURNS ONLY

As provided in this Traffic Code, it shall be unlawful for vehicles to make a left turn or to proceed forward at any intersection with a “Right Turn Only” sign posted, or at any intersection with a signal device and posted “Right Turn Only,” except during a time as otherwise directed by a police officer.”

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3005-2016

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 2 thereof, "LEFT TURN RESTRICTION INTERSECTION," by removing 7th Street at 32nd Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

WHEREAS, a request to remove the left turn restriction at the above designated location was received and reviewed by the Traffic Committee on February 2, 2016; and

WHEREAS, the request meets the criteria for designating a left turn restriction.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 2 thereof, "LEFT TURN RESTRICTION INTERSECTION," is hereby amended by removing 7th Street at 32nd Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3006-2016

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 2A thereof, "RIGHT TURNS ONLY," by including 7th Street at 32nd Avenue, westbound turning northbound, on school days when children are present.

WHEREAS, a request to include a right turn only intersection at the above designated location was received and reviewed by the Traffic Committee on February 2, 2016; and

WHEREAS, the request meets the criteria for designating a right turn only intersection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 2A thereof, "RIGHT TURNS ONLY," is hereby amended by including 7th Street at 32nd Avenue, westbound turning northbound, on school days when children are present.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

AMENDING Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Sections 20-5103 and 20-5206, regarding unattended motor vehicles, by repealing Section 20-5103 in its entirety and enacting in lieu thereof one new Section 20-5103 dealing with the same subject matter, and by repealing Section 20-5206 in its entirety; and Sections 20-1101(31), 20-5120(b)(2) and 20-5120(f)(2) by amending the violation and violation fee provisions pertaining to Section 20-5206.

WHEREAS, Section 20-5103 of the Moline Code of Ordinances (“Code”) pertains to unattended motor vehicles, specifically, the proper operation and parking of a vehicle prior to leaving it unattended (stopping, standing and parking); and

WHEREAS, Section 20-5206 of the Code, under Division 2, “SNOW REMOVAL,” provides that an unattended motor vehicle parked on any street of the City for a period of time in excess of 48 hours is a violation of the Code and that City police officers are required to effect removal of the vehicle from the street; and

WHEREAS, City staff wishes to amend the Code by combining these sections to clarify the intent of the provisions, that any unattended motor vehicle, and not just those left unattended during periods of declared snow routes and snow removal, shall be tagged for removal by the City if parked on a City street in excess of 48 hours; and

WHEREAS, these amendments will not affect the Code’s separate provisions at Chapter 20, Article VII, Division 4, regarding the City’s enforcement of abandoned and inoperative motor vehicles; and

WHEREAS, corresponding amendments will be made to Sections 20-1101(31), 20-5120(b)(2) and 20-5120(f)(2) to assign the violation and violation fee provisions for the repealed Section 20-5206 to Section 20-5103.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, is hereby amended by repealing Section 20-5103 in its entirety and enacting in lieu thereof one new Section 20-5103 entitled “UNATTENDED MOTOR VEHICLES; SUBJECT TO REMOVAL AFTER FORTY-EIGHT HOURS; COSTS OF REMOVAL,” which shall read as follows:

“SEC. 20-5103. UNATTENDED MOTOR VEHICLES; SUBJECT TO REMOVAL AFTER FORTY-EIGHT HOURS; COSTS OF REMOVAL.

(a) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the key and, when standing upon any perceptible grade, without effectively setting the brake thereon and turning the front wheels to the curb or side of the highway.

(b) It shall be unlawful to park any motor vehicle unattended on any street of the City for a period in excess of forty-eight (48) hours. The police officers of the City are hereby required and empowered to remove from the streets and alleys thereof, any vehicle found standing thereon in violation of this article if the owner or operator cannot be found after reasonable inquiry. In the event any vehicle is so removed, the reasonable expense of such removal shall be taxed to the owner or operator as part of the costs in addition to any penalty either voluntarily paid or assessed by the court.”

Section 2 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, is hereby amended by repealing Section 20-5206, “UNATTENDED VEHICLES PARKED ON STREETS IN EXCESS OF FORTY-EIGHT HOURS SUBJECT TO REMOVAL BY POLICE; COSTS OF REMOVAL,” in its entirety.

Section 3 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-1101(31), is hereby amended by deleting its reference to Section 20-5206 and adding “20-5103” in lieu thereof, which shall read as follows:

“SEC. 20-1101. DEFINITIONS.

* * * * *

(31) **Nonmoving traffic violation** shall mean all violations of Article V of this Code and shall also include violations of Sections 20-1102; 20-1108; 20-1109; 20-4106; 20-4107; 20-4108; 20-4109; 20-4110; 20-4118; 20-4119; 20-5103; 20-5201; Article VII, or Article VIII of this Code.”

Section 4 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Sections 20-5120(b)(2) and 20-5120(f)(2), are hereby amended by deleting their references to Section 20-5206 and adding “20-5103” in lieu thereof, which shall read as follows:

“SEC. 20-5120. PAYMENT OF VIOLATION FEE FOR NONMOVING TRAFFIC VIOLATIONS IN LIEU OF TRIAL.

* * * * *

(b) The violation fees for nonmoving traffic violations, other than violations of those sections specified in Section 20-5119, are hereby established as follows:

* * * * *

(2) For violation of Section 20-5103 and Division 4 of Article VII and Article VIII, the violation fee shall be twenty-five dollars (\$25.00).

* * * * *

(f) In the event that a summons or warrant is issued upon nonpayment of the violation fees established in subsection (b) and the person charged is found guilty of violating said provisions, he shall be fined as follows:

* * * * *

- (2) For violation of Sections 20-5103 and 20-5201 and Division 4 of Article VII and Article VIII, the fine shall be twenty-five dollars (\$25.00).”

Section 5 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney